

SBH Exh. 36

PEABODY & BROWN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE BOSTON PLACE

BOSTON, MASSACHUSETTS 02108

(617) 723-8700

CABLE ADDRESS "PEABODYB"
TELEX NUMBER 951019

February 1, 1985

Mr. Richard P. Ramirez
Astroline Communications Company
Limited Partnership
185 Asylum Street
City Place
Hartford, CT 06103

Dear Rich:

Enclosed are two copies of a Certificate providing for the change of address of Astroline Communications Company's Massachusetts office. I would appreciate it if you would sign both copies and return them to me in the enclosed envelope at your earliest convenience. I will then see that they are properly filed with the Secretary of State.

Please call me if you have any questions.

Yours truly,

CSB/aa

Carter S. Bacon, Jr.

CSB/aa
Enclosures

*Carter -
Any further news
on my "Sub-S" photos?
I'm growing concerned over the
"quickness" status of ACE's liabilities.
I need to know if the "Sub-S" route is viable
Thank you for your attention to this*

Rich

62 59

Federal Communications Commission

Docket No. _____
Present: _____

Exhibit No. 36
Shurbers Broadcasting

D.P. No. _____

Reporter Geo. H. Holmes

Date 9-23-98

Identified _____
Received _____
Rejected _____

SBH Ext. 37

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

CABLE ADDRESS "PEABODYB"
TELEX NUMBER 951019

February 25, 1985

Mr. Richard P. Ramirez
General Partner
Astroline Communications Company
Limited Partnership
185 Asylum Street
City Place
Hartford, CT 06103

Re: Proposed Organization of New Corporation

Dear Rich:

You have asked for our advice as to whether a corporation owned by you could assume your position as a General Partner of Astroline Communications Company Limited Partnership (the "Partnership"). I am writing to summarize for you the background facts and the method by which such a change might be accomplished.

Background

The Partnership is a Massachusetts limited partnership organized pursuant to a Limited Partnership Agreement dated May 29, 1984 (the "Partnership Agreement"). The General and Limited Partners of the Partnership and their respective capital contributions to and equity interests in the Partnership are as follows:

<u>General Partners</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Richard P. Ramirez	\$ 200	21%
WHCT Management, Inc.	100	9%
<u>Limited Partner</u>		
Astroline Company	500,700	70%
Total	\$501,000	100%

Astroline Company is the owner of all of the outstanding Common Stock of WHCT Management, Inc. Under the terms of the Partnership Agreement, the profits and losses of the Partnership are allocated

Federal Communications Commission

37

Shurberg Broadcasting

Docket #

Present

Di. P. #

Reporter

Date

Identified
Received
Rejected

George Holmes

9-23-98

9-24-98

PEABODY & BROWN

Mr. Richard P. Ramirez
February 25, 1985
Page 2

among the partners in accordance with their respective equity interests in the Partnership. Under applicable laws governing limited partnerships, the General Partners of the Partnership, i.e., you and WHCT Management, Inc., are each jointly and severally liable for all of the obligations of the Partnership. Under the terms of the Partnership Agreement, the affairs of the Partnership are governed by the General Partners who vote in accordance with their respective equity interests in the Partnership.

Proposed Organization of New Corporation

On several occasions we have discussed the possibility of organizing a new corporation owned by you which would acquire your interest in the Partnership, as a means of reducing your personal exposure to liabilities of the Partnership. The various steps which would be involved in making such a change and certain related issues are outlined and discussed below.

1. Organization of New Corporation. A new corporation (referred to below as "RPR, Inc.") would be organized. The corporation could be either a Massachusetts or Connecticut corporation depending upon tax and other considerations.
2. Transfer of General Partnership Interest to Corporation; Amendment of Partnership Agreement. You would assign your interest in the Partnership to RPR, Inc., in exchange for the issuance by RPR, Inc., to you of shares of its Common Stock, whereupon you would be the sole stockholder of RPR, Inc., and RPR, Inc. would be the owner of the interest in the Partnership now held by you. The Partnership Agreement would simultaneously be amended so as to provide for your withdrawal as a General Partner and the substitution of RPR, Inc. The transfer of your Partnership interest to RPR, Inc. would be a tax-free transaction under the Internal Revenue Code.
3. Treatment of Partnership for Federal Income Tax Purposes; Additional Capital Contribution to RPR, Inc. Immediately following the transactions outlined above, the Partnership would have no individual General Partner and would have two corporate General Partners. In order for the Partnership to avoid being treated as a corporation for Federal income tax purposes, at least one of the corporate General Partners must meet two minimum requirements established by the Internal Revenue Service:

PEABODY & BROWN

Mr. Richard P. Ramirez
February 25, 1985
Page 3

(a) Minimum Capital. The net worth of the corporate General Partner (exclusive of its investment in the Partnership) must be at least 15% of the total capital contributions to the Partnership, or \$75,150.

(b) Control by Limited Partners. The Limited Partner (Astroline Company) may not own more than 20% of the stock of the corporate General Partner.

Because it is owned by Astroline Company, WHCT Management, Inc., is not capable of meeting the second of the two tests outlined above. RPR, Inc., which would be totally independent of the Limited Partner, would be capable of meeting the two-part test if it had a net worth in excess of \$75,150. Thus, in order to assure continuing treatment of the Partnership as a partnership for tax purposes, RPR, Inc., would require an additional capital contribution at the time of its organization of at least \$75,150.

4. Subchapter S Election; Pass Through of Partnership Profits and Losses. Following the consummation of the transactions described above, RPR, Inc., would realize its pro rata share of all partnership profits and losses. Should you wish to have such profits and losses passed through to you as an individual, RPR, Inc., may elect to be treated as a small business corporation pursuant to Subchapter S of the Internal Revenue Code. Following such an election, losses, incurred by RPR, Inc., would, in general, be allocated to you as an individual, provided that you may not deduct any amounts in excess of your basis in RPR, Inc. Immediately following the transactions described above, your basis would be equal to your basis in the Partnership interest transferred to RPR, Inc. (\$200) plus the amount of the additional capital which you transferred to RPR, Inc. (\$75,150). In the event the corporation is expected to have profits during any year, the Subchapter S election may be revoked at any time prior to March 15 of such year and such profits would be taxed at the corporate level.

5. Limited Liability of Corporation. The organization of RPR, Inc., and the transfer to RPR, Inc. of your interest in the Partnership would effectively limit your personal liability for Partnership obligations to the amounts which you contribute to the corporation.

PEABODY & BROWN

Mr. Richard P. Ramirez
February 25, 1985
Page 4

6. FCC Matters. It is my understanding that the above actions would require the filing of a notice with the FCC outlining such actions. Such a notice would be available to the public and would probably be seen by the Shurberg interests. Therefore, before undertaking any changes in the ownership of the Partnership, we should confer with Tom Hart as to the advisability of raising before the FCC any questions regarding your ultimate control of the Partnership.

After you have had a chance to review this letter, please give me a call. I will be happy to discuss any questions you may have or go into more detail regarding any of the matters described above.

Yours truly,


Carter S. Bacon, Jr.

CSB/aa

cc: Herbert A. Sostek
Fred J. Boling, Jr.
Thomas A. Hart
William C. Lance

RC 006872

PB 000377

SDH Ext. 38

INTEROFFICE COMMUNICATION

TO _____ OFFICE FROM BOSTON _____ OFFICE

FOR MEMORANDUM FOR THE FILES FROM KENT W. DAVENPORT

DATE MAY 6, 1985 JOB OR ACCOUNT NO.

Circulate To	No
Specific Filing Instruction This will be returned if not filled	
Also Check () or Write in Company or Other Filing No	
Acknowledgment Copy Return	

By _____

SUBJECT ASTROLINE COMMUNICATIONS COMPANY - PROFIT/LOSS SHARING RATIOS

The currently proposed profit/loss sharing ratio between the general and limited partners of Astroline Communications Company is 30% to the generals and 70% to the limiteds. For various business reasons, it is now being considered to make the following changes to the profit/loss sharing ratios:

1. Initial losses will be allocated between the general and limited partners on a respective 5/95% sharing ratio.
2. Subsequent profits, to the extent of prior cumulative losses, will also be allocated between the general and limited partners on a respective 5/95% sharing ratio.
3. At the point that the allocated profits pursuant to step No. 2 above equal the allocated losses pursuant to step No. 1 above, all future profits and losses will be allocated between the general and limited partners on a respective 30/70% sharing ratio.

Attached is a very simple illustration which compares the current allocation method to the new method being proposed. The amounts used in the illustration have been chosen for simplicity and do not attempt to represent actual profits or losses projected for the partnership. Also for simplicity's sake, no allocations have been made within either the general or limited partner group. To the extent there are special allocations to be made within such partnership groups, these details would have to be addressed separately. However, there appears to be no reason why such special allocations could not be made consistent with either of the overall approaches being used in the illustration.

In Group A on the attached schedule, certain assumptions are being made relating to the profits and losses for the five years being used in the example. In Group B, these profit and loss amounts are being allocated on the current 30/70% approach. Group C illustrates the profits and losses

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Federal Communications Commission

Docket No.

Presented

Exhibit

38

Shurberg Broadcasting

Dispositions

Identified

Received

Reported

Reporter

Date

George Holmes

9-23-78

INTEROFFICE COMMUNICATION

ASTROLINE COMMUNICATIONS
COMPANY

- 2 -

MAY 6, 1985

being allocated on the new proposed 5/95% method which reverts to a 30/70% method upon the partnership's reaching its "break-even" point.

The most important points to be noted in the comparison are:

1. Although Group C allocates a greater portion of the early losses to the limited partners, once the partnership reaches the breakeven point, those additional early losses will have been offset by an equal amount of additional profits allocated to the limited partners.
2. To state it from the general partners' position, while the general partners will be allocated less deductible losses during the earlier years, less taxable income will have to be allocated to them to return them to their initial capital position.
3. At the breakeven point in year 4, all partners will have been allocated equal net cumulative profits and losses under both Group B and Group C.
4. After the general and limited partners have been allocated profits equal to allocated losses, they will share in all future profits and losses on the original 30/70% basis.
5. Once the partnership reaches the breakeven point, the general and limited partners' net cumulative income which will have been allocated to them and their respective capital accounts will be the same under both methods being compared.

Although in my example I assume that the partnership reached the breakeven point at the end of a specific year, this assumption is probably unrealistic. Under the proposed method, if the breakeven point were to occur during a year, the pre-breakeven profits would be allocated under the 5/95% method and the post-breakeven profits would be allocated under the 30/70% method.

KENT W. DAVENPORT

AW

SBH Exh. 39

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

CABLE ADDRESS "PEABODY"
 TELEX NUMBER 951019

MEMORANDUM

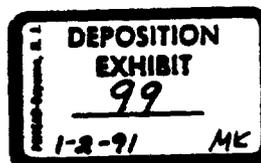
TO: Distribution
 FROM: William C. Lance
 DATE: May 21, 1985
 SUBJECT: Astroline Communications Company - Meeting on May 20, 1985

A meeting was held at Peabody & Brown on Monday, May 20, 1985 to discuss a number of matters regarding Astroline Communications Company Limited Partnership ("ACC"), the FCC licensee and owner of WHCT-TV, Channel 18 in Hartford, Connecticut. Present were Richard Ramirez, General Partner of ACC; Herbert A. Sostek and Fred J. Boling, Jr. of Astroline Company; Thomas A. Hart, Jr. of Baker & Hostetler; Roger Eastman of Arthur Andersen & Co.; and William C. Lance of Peabody & Brown.

After discussion, the following decisions were made:

1) Transfer of Partnership Interest to Hart

WHCT Management, Inc. presently holds a 9% Partnership Interest in ACC as a General Partner. WHCT Management will transfer a 3% Partnership Interest to Tom Hart in exchange for \$15,000 in cash. (This price is the same as the price at which Astroline Company, as described below, is transferring a 6% Partnership Interest to Martha and Robert Rose for \$30,000, i.e., \$5,000 for each 1% of



Federal Communications Commission

Docket #
Presented

Exhibit No. 39
Shurbers Broadcasting

D. P. 122

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Rejected

Reporter
Date

George Holmes
9-23-48

PEABODY & BROWN

Page 2

Partnership Interest.) Hart will hold this 3% Partnership Interest, and will be admitted, as a General Partner of the Partnership.

2) Transfer of Partnership Interest to Planell.

WHCT Management will also transfer a 1% Partnership Interest to Terry Planell under the terms of an agreement which will provide for her ownership of this Interest to vest in increments over a period of several years while she is serving as the Director of Programming of WHCT-TV. This Interest will be held by Ms. Planell as a Limited Partner.

3) Letter from Ramirez re Further Minority Transfers.

Both Mr. Hart and Ms. Planell are qualified minority participants in the Station; and as a result of the transfers referred to in 1) and 2) above WHCT Management will have thereby transferred to minorities a total of 4% in Partnership Interests out of the total 9% Interest it presently holds, leaving WHCT Management with a 5% Partnership Interest as a General Partner. Those transfers will satisfy any and all obligations of WHCT Management regarding the transfer of Partnership Interests to minorities. Richard Ramirez will deliver a letter to ACC and the other Partners in ACC acknowledging that WHCT Management has fulfilled its commitments in this regard, that all further transfers of Partnership Interests to minorities will be made by Ramirez out of the 21% Partnership Interest he presently holds and that up to 10.5%, or 1/2, of his

Partnership Interest is available for future transfers to qualified minority participants.

4) Transfer of Partnership Interest from Astroline Company to Martha and Robert Rose.

Astroline Company presently holds a 70% Partnership Interest in ACC as a Limited Partner. Astroline Company is transferring a 6% Partnership Interest to Martha and Robert Rose in exchange for \$30,000, which represents a pro rata portion of the total capital investment made by all Partners in ACC to date. Astroline Company will then hold the remaining 64% Limited Partner Interest, while continuing to own all the Common Stock of WHCT Management which will be holding a 5% General Partner Interest.

5) Liquidation of Astroline Company; Transfer of ACC Interest to Individuals.

For a variety of reasons, Astroline Company is being liquidated and dissolved. In connection with that liquidation all of the assets of Astroline Company, including its remaining 64% Limited Partnership Interest in ACC and all of the Common Stock of WHCT Management, will be transferred on a pro rata basis to the 5 individuals who are the partners of Astroline Company, consisting of Messrs. Sostek, Boling, Joel Gibbs, Richard Gibbs and Randall Gibbs. Thus, each of those individuals will become an owner of a 12.8% Limited Partner Interest in ACC and the owner of one-fifth of the Common Stock of WHCT Management.

6) Financing for ACC.

Based on existing projections, ACC will require a total of \$12-15 million to finance its operations and acquisitions of equipment and other assets during the next two years. ACC will attempt to obtain lease financing for the equipment required to the greatest extent possible; ACC will also seek to obtain mortgage financing for the full value of all real property owned or acquired by it. The Partners contemplate that the balance of the financing required, estimated to be \$10-12 million, will be obtained in the following manner:

Each of the Limited Partners (other than T. Planell) will personally borrow his or her pro rata share of the financing required from The First National Bank of Boston on a term-loan basis and will contribute the proceeds of such borrowing to ACC as an additional capital contribution to ACC. The terms of each of these loans will be identical and will provide for the Bank to lend each of the borrowers the interest to be paid on the loan during the initial period of the Station's operations. Each of the Limited Partners will then be able to deduct his or her proportionate share of the initial operating losses of the Station financed in this manner, in accordance with the special allocation of profits and losses described below. When the Station becomes profitable and generates a positive cash flow, profits and cash flow to the extent of the prior operating losses plus all interest and other financing costs paid by the Limited Partners will be

allocated to the Limited Partners as described below to enable them to repay their borrowings from The First National Bank.

7) Amendment of ACC Partnership Agreement - Special Allocation of Profits, Losses and Cash Flow.

In recognition of the financing being provided by the Limited Partners, the ACC Partnership Agreement will be amended to provide that until the Station begins to operate at a profit and generate a positive cash flow, 95% (or some similar percentage greater than their 70% Partnership interest) of the losses (and profits) will be allocated to the Limited Partners and 5% (or some similar percentage) of the losses (and profits) will be allocated to the General Partners of ACC; and that after the Station begins to generate a positive cash flow 95% of the profits (and losses) and cash flow will be allocated to the Limited Partners and 5% will be allocated to the General Partners until the Limited Partners have received allocations of profit equal to the aggregate of the prior losses allocated to them and cash flow equal to their total capital contributions to the Partnership in excess of \$500,000 (i.e., equal to the amount borrowed by the Limited Partners from The First National Bank and contributed to ACC as additional capital) plus all interest and other costs incurred by the Limited Partners with respect to such borrowings from The First National Bank. The details of this special allocation

PEABODY & BROWN

Page 6

will be developed by Peabody & Brown and Arthur Andersen & Co. for review by the ACC Partners.

8) Amendment of ACC Partnership Agreement -- Special Allocation of Gain to General Partners.

The ACC Partnership Agreement will also be amended to provide that in the event the Station is sold for an amount which enables the Partnership, after the payment of all indebtedness and expenses, to realize a gain in excess of \$7,000,000, the first \$1,000,000 of such gain realized by the Partnership will be allocated entirely to the General Partners in accordance with their Partnership Interests and the gain in excess of \$1,000,000 will then be allocated 30% to the General Partners and 70% to the Limited Partners in accordance with their Partnership Interests.

9) Proposed Astroline Communications Realty Partnership.

Discussions have taken place regarding the possibility that a separate partnership, Astroline Communications Realty Company, might be created to own all of the real estate utilized by the Station and lease such real property to ACC. The Partnership Agreement for such a separate partnership has apparently been prepared by Schatz & Schatz. The conclusion was reached at the meeting that such a separate realty partnership would offer no material benefit, tax or otherwise, under the framework described above, that it would introduce unneces-

PEABODY & BROWN

Page 7

sary complexity and that it should not be pursued. Mr. Ramirez will so inform Schatz & Schatz.

Peabody & Brown, working with Arthur Andersen, will prepare the Amended and Restated ACC Partnership Agreement and other documents required to carry out the foregoing. Mr. Hart, working with Peabody & Brown, will prepare the notices and other documents to be filed with the Federal Communications Commission to reflect the changes in the ownership of ACC involved. All documents will be executed and all filings will be made with the Federal Communications Commission immediately following the filing of a Reply Brief by Shurberg Broadcasting of Hartford with the United States Court of Appeals for the District of Columbia in the matter of Shurberg Broadcasting v. FCC or the expiration of the time for the filing of any such brief, estimated to be on or about June 20, 1985.

Distribution:

Richard Ramirez, Astroline Communications Company
Herbert A. Sostek, Astroline Company
Fred J. Boling, Jr., Astroline Company
Thomas A. Hart, Jr., Baker & Hostetler
Roger Eastman, Arthur Andersen & Co.

cc: Carter S. Bacon, Jr., Peabody & Brown
Mark Oland, Schatz & Schatz, Ribicoff & Kotkin

ARTHUR ANDERSEN & Co.

100 FEDERAL STREET
BOSTON, MASSACHUSETTS 02110
(617) 423-1400

May 24, 1985

Mr. Fred J. Boling, Jr., President
Astroline Corporation
231 John Street
Reading, Massachusetts 01867

Dear Fred:

We are enclosing a memorandum which summarizes the projects and responsibilities which were agreed upon during our conference call of May 13, 1985.

If you have any questions concerning the memorandum or if we may be of any further assistance, please do not hesitate to call.

Very truly yours,

ARTHUR ANDERSEN & CO.

By *Kent*
Kent W. Davenport

AW

Enclosure

Copies to: Mr. Richard P. Ramirez
William C. Lance, Esq.

Federal Communications Commission	
Docket No.	Shurberg 40
Presented by	Exhibit 40
Date	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
Reporter	George Holmes
Date	9-23-98

Sept 51

INTEROFFICE COMMUNICATION

TO _____ OFFICE FROM BOSTON OFFICE

FOR MEMORANDUM FOR THE FILES FROM KENT W. DAVENPORT

DATE MAY 14, 1985 JOB OR ACCOUNT NO.

SUBJECT ASTROLINE COMMUNICATIONS COMPANY

Circulate To	
Specific Filing Instructions <i>This will be returned if not filed</i>	
Also Check () or Write Company or Other Filing Instructions	
Acknowledgment Copy Returned	
By _____	

On May 13, 1985, during a conference call among Herb Sostek, Fred Boling, Rich Ramirez, Bill Lance of Peabody & Brown, and Roger Eastman, George Neble, and Kent Davenport of Arthur Andersen, the following projects and responsibilities were agreed upon concerning the formation of Astroline Communications Company:

1. It was agreed that Astroline Company will serve as the limited partner in Astroline Communications Company. In order to finalize this approach, it will be necessary to convert all existing partners in Astroline Company into general partners. Bill Lance indicated that this would be a very simple process and indicated that he would see that the necessary steps are executed. The next step in this process will be to have Astroline Company distribute all of its assets other than its investment in Astroline Communications Company to the current partners in Astroline Company. Bill Lance will review this procedure and be prepared to discuss it with Herb and Fred on Thursday, May 16. The final step in this process will be to admit the Roses as general partners into Astroline Company. Bill Lance will also be responsible for preparing the necessary documents to finalize the Roses' admission into the partnership.
2. We again discussed the transfer of the limited partnership interests to various new employees as they become employed by Astroline Communications Company. Fred made it very clear that if any of these individuals were to terminate his employment with the partnership, then WHCT wants to retain an option to reacquire the terminating employee's partnership interest. It was agreed that Rich will prepare a formula to be used in determining the option price. Once this formula has been agreed upon, Bill Lance will prepare the necessary documents to execute the option provision.

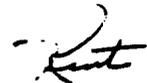
INTEROFFICE COMMUNICATION

ASTROLINE COMMUNICATIONS

- 2 -

MAY 14, 1985

3. Rich will continue his negotiations with the leasing company in order to get detailed information as to the costs associated with the transaction. Rich will negotiate with the leasing company on the basis that the partnership has a commitment from the Bank of Boston to guarantee its working capital needs until the partnership has a cash excess. These funds will be contributed to the partnership as capital contributions by Astroline Company. The partnership would like a seven-year lease arrangement and would also like a rate comparison if the company were to request a two-year moratorium on principal payment.
4. Once the lease company information has been determined, Arthur Andersen & Co. will prepare revised projections for the station's operations.
5. Because of the change in the structuring of the borrowings such that they are now at the Astroline Company level and not the Astroline Communications level, the partnership agreement will have to be revised accordingly. It is also anticipated that a revision will be made into the profit/loss ratios during the early years of the partnership. Bill Lance will make the necessary amendments to the partnership agreement. However, it was agreed that all of the changes resulting from the revision in the structure should be made at the same time. Once these changes have been agreed upon, Bill Lance will prepare the necessary documentation for implementation.



KENT W. DAVENPORT

AW

SBH Exh. 41

PEABODY & BROWN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
ONE BOSTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 723-8700

December 22, 1986

CABLE ADDRESS PEABODYB
TELEX NUMBER 951019

Fred J. Boling, Jr.
Astroline Corporation
231 John Street
Reading, MA 01867

Dear Fred:

As we discussed, I am enclosing three copies of an Assignment, Repurchase and Security Agreement, providing for the transfer by WHCT Management, Inc., to Terry Planell of a 2% limited partnership interest in Astroline Communications Company.

If the enclosed Agreement meets with your approval, I would appreciate it if you would sign all three copies and return them to me as soon as possible. I will then forward the Agreement and other necessary documents to Rich who will obtain Terry Planell's signature.

Please call if you have any questions.

Yours truly,

CSB/aa

Carter S. Bacon, Jr.

CSB/aa
Enclosure

cc: Richard P. Ramirez
Herbert A. Sostek

Federal Communications Commission

Docket No. *Sharberg Broadcasting*

Presented by *Sharberg Broadcasting*

Di P. 11101

Reporter *George Holmes*

Date *12-23-86*

Exhibit *41*

Identified *X*

Received *9-28-98*

Rejected

RC 004393

PB 00325

SDH Exh. 42

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

CABLE ADDRESS "PEABODYB"
TELEX NUMBER 951019

100-111119-18-2585

December 22, 1986

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

Dear Rich:

I am enclosing the following items in connection with the transfer by WHCT Management, Inc., to Terry Planell of a 2% limited partnership interest in Astroline Communications Company:

1. Assignment, Repurchase and Security Agreement. All three copies should be signed by Terry. One original should be returned to me for my records.
2. Promissory Note. The Promissory Note, in the amount of \$140,000, should be signed by Terry and returned to me. After she has signed the Note, you should make several photocopies and deliver one photocopy to Terry. Please be sure to send the original to me.
3. Section 83(b) Election. Both copies of the enclosed Election Form should be signed by Terry and one copy should be mailed to the Internal Revenue Service Center in Andover, Massachusetts, immediately. The other copy should be filed by Terry with her 1986 tax return.

Please call if you have any questions.

Yours truly,

[Signature]
Carter S. Bacon, Jr.

CSB/aa
Enclosures

RC 004389

acc
WCL

Federal Communications Commission

Exhibit 42

Shuckberg Broadcasting

Identified

Received 9-24-98

Rejected

George Holmes

9-23-98

Reporter

PB 003254

SBH Exh. 43

PEABODY & BROWN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE BOSTON PLACE

BOSTON, MASSACHUSETTS 02108

(617) 723-8700

CABLE ADDRESS "PEABODY"
TELEX NUMBER 951019

December 30, 1985

FEDERAL EXPRESS

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

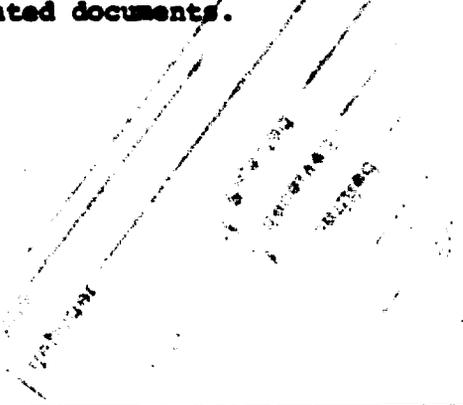
Re: Transfers of Partnership Interests
in Astroline Communications Company

Dear Rich:

Enclosed are packets of documents relating to the transfer on September 6, 1985, by WHTC Management, Inc., of 10 Limited Partnership Interests in Astroline Communications Company, to Terry Planell and Danielle Webb. Included with each packet is a cover letter to be signed by you and by the employee, describing the enclosed documents and acknowledging their receipt by the employee. A duplicate of each packet is also enclosed for your records. A copy of the signed cover letter should be sent to me for the file.

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

RC 004390



PB 003255

Federal Communications Commission

Docket No. _____

Presented by _____

Di position _____

Shurberg

Exhibit

Broadcaster

49

Identified
Received
Rejected

Withdrawn 9-23-48

Reporter _____

Date _____

9-23-48

PEABODY & BROWN

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

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

Please call me if you have any questions.

Yours truly,

Carter S. Bacon, Jr. /cs

Carter S. Bacon, Jr.

CSB/aa
Enclosures

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

RC 004391

PB 00325

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

December 30, 1985

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

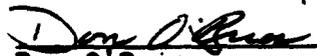
Gentlemen:

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

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

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

Yours truly,



Don O'Brien

Agreed To:

WHCT MANAGEMENT, INC.

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

RC 004192

PB 000145

SBH Exh. 44

To

ASTRCLINE INTL

FEAECDYERN ESN

DECEMBER 31, 1985

TO: MARY MORTON

ASTRCLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
CERTIFICATE OF GENERAL PARTNER REGARDING CAPITAL
CONTRIBUTIONS AND RELATED MATTERS

THE UNDERSIGNED, AS A GENERAL PARTNER OF ASTRCLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP, A MASSACHUSETTS LIMITED PARTNERSHIP HAVING ITS PRINCIPAL OFFICES AT 16 GARDEN STREET, HARTFORD, CONNECTICUT (THE "PARTNERSHIP"), HEREBY CONFIRMS THE FOLLOWING:

(1) IN ACCORDANCE WITH THE PRICE UNDERSTANDINGS AND AGREEMENTS AMONG THE GENERAL AND LIMITED PARTNERS OF THE PARTNERSHIP, THE PARTNERSHIP HAS RECEIVED THE FOLLOWING ADDITIONAL CAPITAL CONTRIBUTIONS FROM THE FOLLOWING LIMITED PARTNERS:

NAME AND ADDRESS OF LIMITED PARTNER	AMOUNT OF ADDITIONAL CAPITAL CONTRIBUTION
-------------------------------------	---

ASTRCLINE COMPANY
231 JOHN STREET
READING, MA 01867

MARTHA ROSE AND
ROBERT ROSE, AS JOINT
TENANTS
16 MORGAN STREET
WENHAM, MA 01964

THELMA K. GIBBS 2
2275 SOUTH OCEAN BLVD.
PALM BEACH, FL 33462

Federal Communications Commission

Docket No. _____

Presented by Shurberg

Disposition: Exhibit 44

Received George Holmes

Accepted George Holmes

Reporter George Holmes

Date 9-23-85

THE FOREGOING CAPITAL CONTRIBUTIONS BY SUCH LIMITED PARTNERS ARE IN ADDITION TO THE PREVIOUS CAPITAL CONTRIBUTIONS TO THE PARTNERSHIP MADE BY SUCH PARTNERS.

(2) IN ACCORDANCE WITH SUCH PRIOR UNDERSTANDINGS AND AGREEMENTS AMONG THE GENERAL AND LIMITED PARTNERS, THE LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF THE PARTNERSHIP, AS HERETOFORE AMENDED, WILL BE AMENDED AS SOON AS POSSIBLE TO REFLECT THE FOREGOING CAPITAL CONTRIBUTIONS BY THE ABOVE LIMITED PARTNERS AND TO PROVIDE THAT, AS HERETOFORE AGREED AMONG THE PARTNERS, ALL PROFITS, LOSSES, TAX CREDITS AND CASH FLOW OF THE PARTNERSHIP (A) SHALL BE ALLOCATED ONE PERCENT TO THE GENERAL PARTNERS COLLECTIVELY AND NINETY-NINE PERCENT TO THE ABOVE LIMITED PARTNERS, TO BE ALLOCATED AMONG THEM IN ACCORDANCE WITH THEIR PROPORTIONATE INTERESTS IN THE PARTNERSHIP AS SUCH, UNTIL THE LIMITED PARTNERS SHALL HAVE RECEIVED FROM THE PARTNERSHIP CASH DISTRIBUTIONS IN AN AMOUNT AT LEAST EQUAL TO THEIR CAPITAL CONTRIBUTIONS IN EXCESS OF AN AGGREGATE OF \$500,000 PLUS A REASONABLE RETURN ON SUCH CAPITAL CONTRIBUTIONS AND (B) SHALL THEREAFTER BE ALLOCATED TO THE GENERAL PARTNERS AND LIMITED PARTNERS IN ACCORDANCE WITH THEIR PERCENTAGE INTERESTS IN THE PARTNERSHIP DETERMINED WITHOUT REGARD TO SUCH ADDITIONAL CAPITAL CONTRIBUTIONS.

IN WITNESS WHEREOF, THIS CERTIFICATE IS EXECUTED THIS 31ST DAY OF DECEMBER, 1969.

WHCT MANAGEMENT, INC., AS
A GENERAL PARTNER IN
ASTROLINE COMMUNICATIONS
COMPANY LIMITED PARTNERSHIP

BY: FRED J. BCLING, JR.,
PRESIDENT

PEACDYERN ESN
TELEX NO. 95-1019

•
ASTROLINE INTL

SBH Exh. 45

RX-TLS 1520 EST 12/31/85

ASTROLINE INTL

REABODYBRN BSN
DECEMBER 31, 1985
TO: MARY NORTON

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
CERTIFICATE OF GENERAL PARTNER REGARDING CAPITAL
CONTRIBUTIONS AND RELATED MATTERS

THE UNDERSIGNED, AS A GENERAL PARTNER OF ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP, A MASSACHUSETTS LIMITED PARTNERSHIP HAVING ITS PRINCIPAL OFFICES AT 18 GARDEN STREET, HARTFORD, CONNECTICUT (THE "PARTNERSHIP"), HEREBY CONFIRMS THE FOLLOWING:

(1) IN ACCORDANCE WITH THE PRIOR UNDERSTANDINGS AND AGREEMENTS AMONG THE GENERAL AND LIMITED PARTNERS OF THE PARTNERSHIP, THE PARTNERSHIP HAS RECEIVED THE FOLLOWING ADDITIONAL CAPITAL CONTRIBUTIONS FROM THE FOLLOWING LIMITED PARTNERS:

NAME AND ADDRESS OF LIMITED PARTNER	AMOUNT OF ADDITIONAL CAPITAL CONTRIBUTION
-------------------------------------	---

ASTROLINE COMPANY
771 JOHN STREET
LEADING, MA 01867

\$ 8,120,280

MARTHA ROSE AND
ROBERT ROSE, AS JOINT
TENANTS
18 MORGAN STREET
WENHAM, MA 01984

839,860

THELMA N. GIBBS 2
2875 SOUTH OCEAN BLVD.
PALM BEACH, FL 33480

839,860

THE FOREGOING CAPITAL CONTRIBUTIONS BY SUCH LIMITED PARTNERS ARE IN ADDITION TO THE PREVIOUS CAPITAL CONTRIBUTIONS TO THE PARTNERSHIP MADE BY SUCH PARTNERS.

(2) IN ACCORDANCE WITH SUCH PRIOR UNDERSTANDINGS AND AGREEMENTS AMONG THE GENERAL AND LIMITED PARTNERS, THE LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF THE PARTNERSHIP, AS HERETOFORE AMENDED, WILL BE AMENDED AS SOON AS POSSIBLE TO REFLECT THE FOREGOING CAPITAL CONTRIBUTIONS BY THE ABOVE LIMITED PARTNERS AND TO PROVIDE THAT, AS HERETOFORE AGREED AMONG THE PARTNERS, ALL PROFITS, LOSSES, TAX CREDITS AND CASH FLOW OF THE PARTNERSHIP (A) SHALL BE ALLOCATED ONE PERCENT TO THE GENERAL PARTNERS COLLECTIVELY AND NINETY-NINE PERCENT TO THE ABOVE LIMITED PARTNERS, TO BE ALLOCATED AMONG THEM IN ACCORDANCE WITH THEIR PROPORTIONATE INTERESTS IN THE PARTNERSHIP AS SUCH, UNTIL THE LIMITED PARTNERS SHALL HAVE RECEIVED FROM THE PARTNERSHIP CASH DISTRIBUTIONS IN AN AMOUNT AT LEAST EQUAL TO THEIR CAPITAL CONTRIBUTIONS IN EXCESS OF AN AGGREGATE OF \$500,000 PLUS A REASONABLE RETURN ON SUCH CAPITAL CONTRIBUTIONS AND (B) SHALL THEREAFTER BE ALLOCATED TO THE GENERAL PARTNERS AND LIMITED PARTNERS IN ACCORDANCE WITH THEIR PERCENTAGE INTERESTS IN THE PARTNERSHIP DETERMINED WITHOUT REGARD TO SUCH ADDITIONAL CAPITAL CONTRIBUTIONS.

IN WITNESS WHEREOF, THIS CERTIFICATE IS EXECUTED THIS 31ST DAY OF DECEMBER, 1985.

RC 004184

WHOT MANAGEMENT, INC., AS
A GENERAL PARTNER IN
ASTROLINE COMMUNICATIONS
COMPANY LIMITED PARTNERSHIP
BY: *[Signature]*
FRED J. BOLING, JR.,
PRESIDENT

REABODYBRN BSN
TELEX NO. 95-1019

Year	9-23-98
Applicant	George Adams
Accepted	
Rejected	
Interviewed	9-24-98
Examined	
Submitted	
Commission	45

Communications Commission

Smithers Promotions

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

CABLE ADDRESS PEABCO
TELEX NUMBER 951019

M E M O R A N D U M

TO: Richard P. Ramirez, General Partner
Astroline Communications Company Limited Partnership

Thomas A. Hart, Jr., General Partner
Astroline Communications Company Limited Partnership

FROM: William C. Lance, P.C., Peabody & Brown

DATE: January 31, 1986

Enclosed with this Memorandum for your review is a copy of our draft of the proposed Amended and Restated Agreement and Certificate of Astroline Communications Company Limited Partnership. The draft has been marked to show all the changes made from the original Agreement dated May 29, 1984.

The changes being made in the Agreement are virtually all the result of the need to reflect the Additional Capital Contributions made by certain Limited Partners in December, 1985, and to insert additional provisions on the allocation of profits, losses, cash flow, etc., as a result of those Capital Contributions in accordance with the agreement among all the Partners regarding this matter reached during the first part of 1985.

I would appreciate it if you would review the enclosed draft as soon as possible and let me know if you have any questions or comments. I would also ask Rich to review the proposed new Agreement with Terry Planell and Daniell Webb to the extent Rich thinks it appropriate so that we may deal with any questions either of them may have prior to executing the new Agreement.

We hope to circulate the final version of the Amended and Restated Agreement for execution by all of the Partners by the end of next week.

WCL/aa
Enclosure

DEPOSITION EXHIBIT 104
1-2-91 MK
FEB - 3 1986

Federal Communications Commission

Docket # _____ Exhibit: _____

Presented by: Shurberg 46

District: _____ Broadcasting

Reporter: George H. H. H.

Date: 9-23-98

Received _____

Rejected _____

_____ X



SBH Exh. 47

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

CABLE ADDRESS "PEABODYB"
TELEX NUMBER 951019

February 26, 1986

FEDERAL EXPRESS

Thomas A. Hart, Jr.
Baker & Hostetler
1050 Connecticut Avenue N.W.
Washington, D.C. 200036

Dear Tom:

As we discussed, I am enclosing four copies of the Restated
Astroline Communications Company Limited Partnership Agreement.
I would appreciate it if you would sign all four copies and
forward them directly to Rich in Hartford by Federal Express.

Please call me if you have any questions.

Very truly yours,



Carter S. Bacon, Jr.

CSB/aa

Enclosures

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

Federal Communications Commission

Exhibit 47

Shurberg Broadcasting

Identified

Received 9-24-98

Rejected

Reporter George Holmes

Date 9-23-98

RC 005407

PB 000637

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

CABLE ADDRESS "PEABODY8"
 TELEX NUMBER 951019

February 26, 1986

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

Dear Rich:

I have sent four copies of the Restated Astroline Communications Company Limited Partnership Agreement to Tom Hart for execution (a copy of my transmittal letter is enclosed).

Tom is going to send the four copies directly to you after he has signed them. I would appreciate it if you would sign them in the spaces indicated, have Danielle Webb and Terry Planell sign them and return them to me by Federal Express as soon as possible.

Please call me once the documents arrive should you have any questions regarding the manner in which they are to be signed.

Yours truly,

Carter S. Bacon, Jr.

CSB/aa

Enclosures

cc: Thomas A. Hart, Jr.
 Herbert A. Sostek
 Fred J. Boling, Jr.
 William C. Lance

Federal Communications Commission

Exhibit 48

Shurburg Broadcasting

Identified

Received 7-24-98

Rejected

George Holme

9-23-98

Porter

is

RC 005406

PB 000636

STOCK POWER

FOR VALUE RECEIVED, Astroline Company hereby sells, assigns and transfers unto each of the persons identified below that number of shares of Common Stock of WHCT Management, Inc. represented by Certificate No. 1 herewith, set forth opposite the name of such person:

<u>Name</u>	<u>No. of Shares</u>
Herbert A. Sostek	200
Fred J. Boling, Jr.	200
Joel A. Gibbs	200
Richard H. Gibbs	200
Randall L. Gibbs	200

The undersigned hereby irrevocably appoints Peabody & Brown its attorney to transfer such shares on the books of said corporation with full power of substitution in the premises.

ASTROLINE COMPANY

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

Dated: February 27, 1986

RC 008017

Federal Communications Commission

Exhibit: 49

Shurberg Productions

Identified

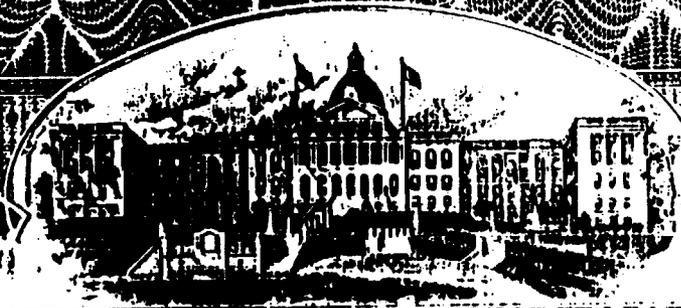
Received

Rejected

Reporter: George Holmes

Date: 2-23-86

PB 000721



THE COMMONWEALTH OF MASSACHUSETTS
NUMBER 1-1
SHARES -1,000-

WHCT MANAGEMENT, INC.
\$01 Par Value
CANCELLED

This Certificate is the owner of ONE THOUSAND (1,000) Shares of the Capital Stock of

WHCT MANAGEMENT, INC.

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed

this 29th day of May A.D. 19 84

President Treasurer



RC 008018

\$.01 Par Value

CERTIFICATE



For -1,000- *Shares*
Issued to
Astroline Company

Dated May 29 1984

FROM WHICH TRANSFERRED

Original Issue

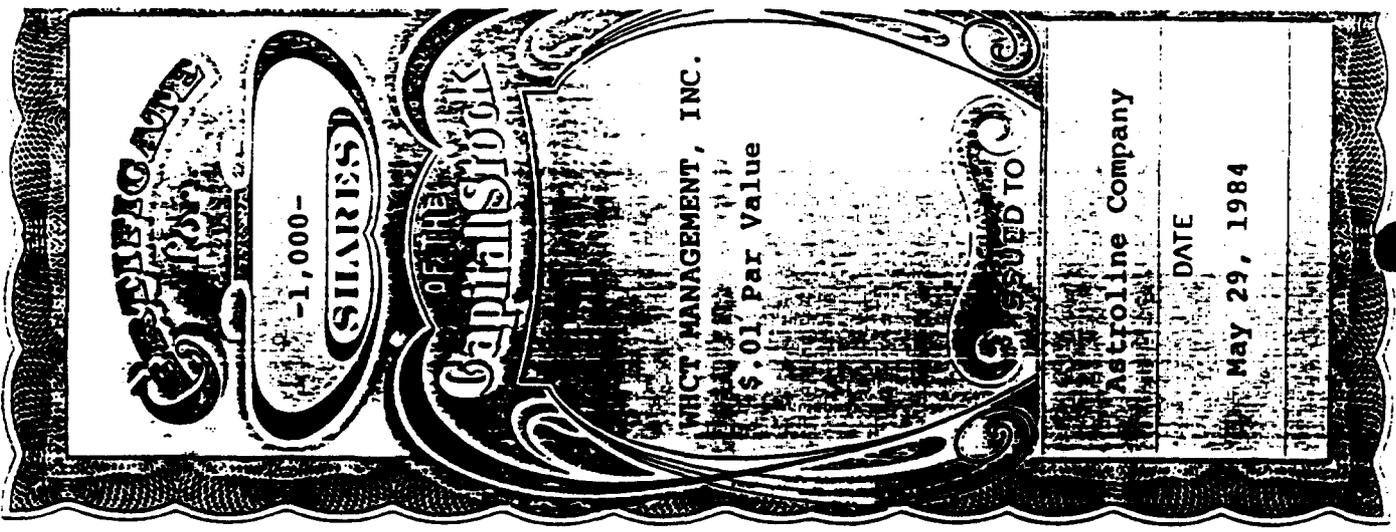
<i>Dated</i>	No. ORIGINAL CERTIFICATES	No. ORIGINAL SHARES	No. OF SHARES TRANSFERRED
			10

Received Certificate No. -1-
For -1,000- *Shares*
this day of
Astroline Company

By:

RC 008019

NO M 113



For Value Received, hereby sell, assign and transfer unto

Shares of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint Attorney to transfer the said Stock on the books of the within named Corporation with full power of substitution in the premises.

Dated 19

In presence of

NOTICE: THE SIGNATURE OF THE ASSUMANT MUST CORRELATE WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR WITHOUT ANY CHANGE OF SPELLING OR OTHER CIRCUMSTANCES