

SBH Est. 50

BAKER & HOSTETLER

ATTORNEYS AT LAW

WASHINGTON SQUARE, SUITE 1100

1060 CONNECTICUT AVE., N.W.

WASHINGTON, D. C. 20036

(202) 681-1500

TELECOPIER (202) 466-8087

TELEX 650-806-7876

March 3, 1986

IN CLEVELAND, OHIO
3200 NATIONAL CITY CENTER
CLEVELAND, OHIO 44114
(216) 881-0200
TWX 810 481 8378

IN COLUMBUS, OHIO
65 EAST STATE STREET
COLUMBUS, OHIO 43215
(614) 228-1841

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
(308) 64-1111

WRITER'S DIRECT DIAL NO.:
(202) 661- 1658

VIA FEDERAL EXPRESS

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

Dear Rich:

Enclosed please find four copies of the Restated Astroline Communications Company Limited Partnership Agreement. At Carter's direction, please sign all four copies, have Danielle and Terry sign them and return them to Carter via Federal Express at your earliest convenience. Any questions regarding this matter should be directed to Carter.

Sincerely,

Thomas

Thomas A. Hart, Jr.

Enclosures

- cc: Carter S. Bacon, Jr., Esq. (w/o encl.)
- Herbert A. Sostek (w/o encl.)
- Fred J. Boling, Jr. (w/o encl.)
- William C. Lance, Esq. (w/encl.)

TAH/tdh

Federal Communications Commission	
Docket No.	Exhibit 50
Presented by	Shurberg Broadcasting
Disposition	Classified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>
Reporter	George Holmes
Date	3-23-86

79
MAR - 4 1986

SBH Exh. 51

RICHARD P. RAMIREZ
General Manager

March 13, 1986

Carter Bacon, Esquire
Peabody & Brown
One Boston Place
Boston, MA 02108

Dear Carter,

Even though this package is late this has been the best sale of my life to get this signed.

Sincerely,



Richard P. Ramirez
General Manager

RPR/pzl

Enclosures



*Revised
Partnership Agreement*

Federal Communications Commission

Doc. Present

Exhibit: 51

Shurberg Productions

Classified

Received - X

Rejected - X

Reporter: George Holmes

Date: 3-23-86



WHCT-TV 18, 18 Garden St., Hartford, CT 06105, 203-547-1818
Astroline Communications Company, Ltd. Partnership

DS 80

SBH Exh. 52

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

CABLE ADDRESS "PEABODY"
TELEX NUMBER 951019

March 14, 1986

DELIVERED IN HAND

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

Dear Fred:

Enclosed are four copies of the Astroline Communications Company Limited Partnership Amended and Restated Partnership Agreement. Each copy has been signed by Rich Ramirez, Tom Hart, Terry Planell and Danielle Webb. I understand that you will obtain the signatures of Herb, Martha and Thelma and will have all four copies of the Agreement returned to me.

Please call me if you have any questions.

Yours truly,



Carter S. Bacon, Jr.

CSB/aa
Enclosures

Federal Communications Commission	
Docket No.	Exhibit No. 52
Presented	Shurberg Broadcasting
Disputed	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>
Reporter	George Holmes
	9-23-98

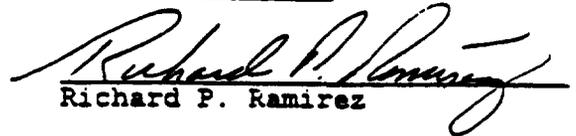
84 81

Section 10.8 Amendments

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

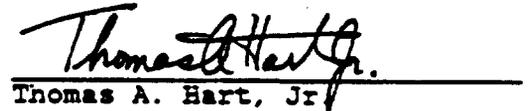
WITNESS the execution hereof under seal as of the thirty-first day of December, 1985.

GENERAL PARTNERS:


Richard P. Ramirez

WHCT MANAGEMENT, INC.

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


Thomas A. Hart, Jr.

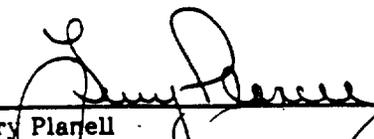
LIMITED PARTNERS:

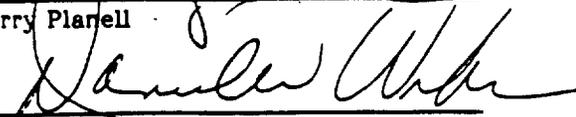
ASTROLINE COMPANY

By: _____
Herbert A. Sostek,
General Partner

Martha Rose and Robert Rose,
JTWROS

Thelma N. Gibbs


Terry Plarell


Danielle Webb

The undersigned former Limited Partner joins in the foregoing Agreement insofar as Section 8 thereof governs the allocation of profits, losses and credits with respect to the period during which the undersigned was a Limited Partner.

Don O'Brien

By: 
Richard P. Ramirez, pursuant
to Power of Attorney dated
as of December 31, 1985.

SBH Est. 53

PEABODY & BROWN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE BOSTON PLACE

BOSTON, MASSACHUSETTS 02108

(617) 723-8700

CABLE ADDRESS "PEABODYB"
TELEX NUMBER 951019

September 2, 1986

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

Dear Rich:

Enclosed for your records are two photocopies of the December 31, 1985, Restated Partnership Agreement.

I believe one of the copies should be placed in your public record file.

Please call if you have any questions.

Yours truly,

Carter S. Bacon, Jr.

CSB/aa
Enclosure

Federal Communications Commission	
Docket No.	Exhibit No. 53
Presented	Shunberg Broadcasting
Disposition	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>
Reporter	George Holmes
Date	9-23-86

SEP 5 1986

92 89

SBH Exh. 54



February 9, 1987

Carter Bacon, Jr.
Peabody & Brown
One Boston Place
Boston, MA 02108

Dear Carter:

Enclosed please find fully-executed copies of various documents related to my employment with WHCT-TV18 as follows:

- 1) Copy of the Promissory Note for \$140,000.00.
- 2) Statement as to Election pursuant to Section 83 of the IRS.
- 3) Assignment, Repurchase and Security agreement.

Copies of all documents have been dispersed as requested by you. I would also appreciate a fully-executed copy of the Assignment, Assumption, Repurchase and Security agreement dated 9/6/85. I never received one.

Please let me know at your earliest convenience what forms will be sent to me to be filed with my 1986 Tax Return.

If you need any further information from me, don't hesitate to contact me.

Sincerely,

Terry Pignell
Station Manager

TP/sjh

cc: R. Ramirez, w/enclosures
F. Goldman, w/enclosures

Federal Communications Commission	
Docket No. _____	Exhibit <u>54</u>
Presented by <u>Shunberg Broadcasting</u>	
Disposition	Identified <u>X</u>
	Received <u>9-28-98</u>
	Rejected _____
Reporter <u>George Holmes</u>	
Date <u>9-23-98</u>	

RC 004385

EXHIBIT A
PROMISSORY NOTE

§

Boston, Massachusetts
, 1986

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

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

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

- (1) The Maker shall admit in writing its inability to pay his debts as they mature, or shall make any assignment for the benefit of creditors;
- (2) The Maker shall apply for or consent to the appointment of a trustee or receiver for the major part of its property;

RC 004386

PB 003251

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

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

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

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

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

RC 004387

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

EXECUTED under seal as of the date first above written.

Levy Plante

RC 004388



SDH Exn. 55

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

CABLE ADDRESS: PEABOCYB
TELEX NUMBER 951019

April 3, 1987

Thomas A. Hart, Jr.
Baker & Hostetler
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036

Dear Tom:

Enclosed are two copies of the Agreement cancelling your limited partnership interest in Astroline Communications Company. If it meets with your approval, please sign and return both copies. I will obtain Fred's signature and return one signed copy to you.

Yours truly,



Carter S. Bacon, Jr.

CSB/aa
Enclosure

cc: Fred J. Boling, Jr.
Herbert A. Sostek

<u>Federal Communications Commission</u>	
Docket No. _____	Exhibit No. <u>55</u>
Presented by <u>Shurberg Broad Casting</u>	
Disposition	Identified <u>X</u>
	Received <u>9-28-98</u>
	Rejected _____
Reporter <u>George Holmes</u>	
Date <u>9-23-98</u>	

RC 004259

PB 000642

THOMAS A. HART, JR.
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036

April 2, 1987

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

Gentlemen:

I hereby acknowledge the cancellation of my outstanding obligation in the principal amount of \$5,000 to WHCT Management, Inc. ("WHCT Management") and in consideration of such cancellation, 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 Assignment and Assumption Agreement dated September 10, 1985 (the "Agreement").

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

I understand that I shall have no further obligations whatsoever to WHCT Management, and WHCT shall have no further obligations to me with respect to the Partnership, 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 my ownership of an interest in the Partnership.

Yours truly,

Thomas A. Hart, Jr.

Agreed to:

WHCT MANAGEMENT, INC.

By:

Fred J. Boling, Jr.,
President

RC 004260

PB 000643

THOMAS A. HART, JR.
1050 CONNECTICUT AVENUE, N.W.
SUITE 1100
WASHINGTON, D.C. 20036

April 7, 1987

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

Gentlemen:

I hereby acknowledge the cancellation of my outstanding obligation in the principal amount of \$5,000 to WHCT Management, Inc. ("WHCT Management") and in consideration of such cancellation, I hereby sell, assign and transfer unto WHCT Management, my entire right, title and interest in and to the one percent general partnership interest in Astroline Communications Company Limited Partnership (the "Partnership") purchased by me from WHCT Management pursuant to an Assignment and Assumption Agreement dated September 10, 1985 (the "Agreement").

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

I understand that I shall have no further obligations whatsoever to WHCT Management, and WHCT shall have no further obligations to me with respect to the Partnership, 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 my ownership of an interest in the partnership.

Yours truly,

Thomas A. Hart, Jr.

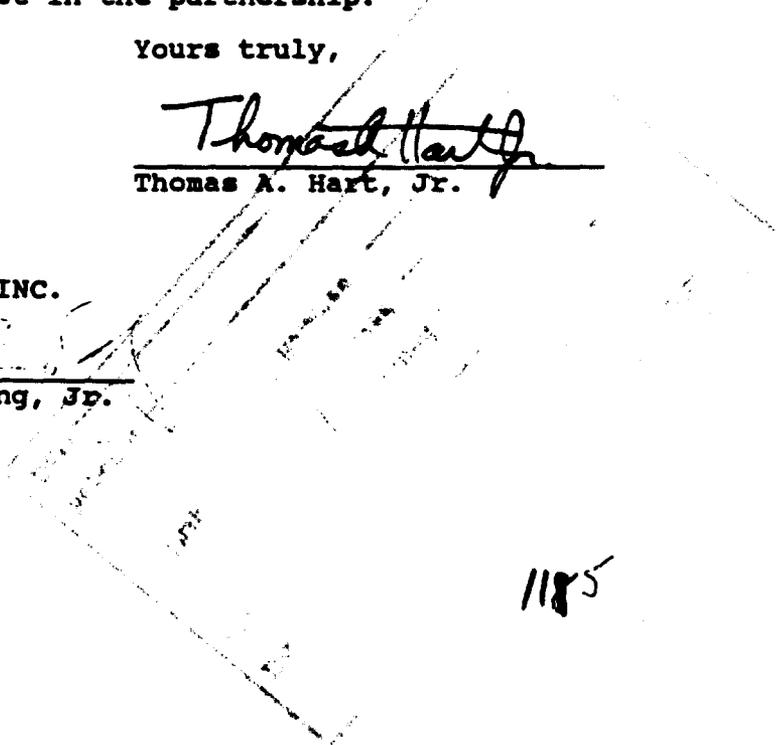
Thomas A. Hart, Jr.

Agreed to:

WHCT MANAGEMENT, INC.

By: *[Signature]*

Fred J. Boling, Jr.
President



1185

Federal Communications Commission

Docket No. _____

Presented by Shurberg

Exhibit No. 56

Disposition

Reporter George Holmes

Date 9-23-48

Identified _____
Received _____
Rejected _____
SM

X

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

CABLE ADDRESS PEABODY'S
TELEX NUMBER 951019

April 14, 1987

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

Dear Fred:

Enclosed are two copies of the Agreement with Tom Hart,
cancelling his general partnership interest in Astroline
Communications Company. Please sign and return both copies.

Yours truly,


Carter S. Bacon, Jr.

CSB/aa
Enclosures

RC 004255

[Faint, illegible text, possibly a stamp or bleed-through]

PB 000636

THOMAS A. HART, JR.
1050 CONNECTICUT AVENUE, N.W.
SUITE 1100
WASHINGTON, D.C. 20036

April 7, 1987

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

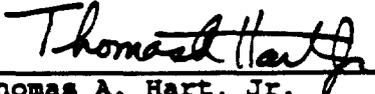
Gentlemen:

I hereby acknowledge the cancellation of my outstanding obligation in the principal amount of \$5,000 to WHCT Management, Inc. ("WHCT Management") and in consideration of such cancellation, I hereby sell, assign and transfer unto WHCT Management, my entire right, title and interest in and to the one percent general partnership interest in Astroline Communications Company Limited Partnership (the "Partnership") purchased by me from WHCT Management pursuant to an Assignment and Assumption Agreement dated September 10, 1985 (the "Agreement").

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

I understand that I shall have no further obligations whatsoever to WHCT Management, and WHCT shall have no further obligations to me with respect to the Partnership, 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 my ownership of an interest in the partnership.

Yours truly,


Thomas A. Hart, Jr.

Agreed to:

WHCT MANAGEMENT, INC.

By: _____
Fred J. Boling, Jr.
President

RC 004256

PB 000639

THOMAS A. HART, JR.
1050 CONNECTICUT AVENUE, N.W.
SUITE 1100
WASHINGTON, D.C. 20036

April 7, 1987

Carter S. Bacon, Jr., Esquire
Peabody & Brown
One Boston Place
Boston, Massachusetts 02108

Dear Carter:

Per our conversation and a subsequent conversation I had with Fred Boling and Bill Lance, enclosed are two executed copies of the agreement canceling my general partnership interest in Astroline Communications Company. Your earlier version of this letter, dated April 2, 1987, referred to my interest as a "limited partnership interest." I have revised the letter to reflect my "general partnership interest" (see p. 37 of Astroline's agreement).

Upon receipt of this letter, please contact Fred Boling so that he may execute these originals. Also, please make the necessary amendment to the partnership agreement to reflect these changes.

Sincerely,



Thomas A. Hart, Jr.

TAH/sag
Enclosures

RC 004257

PB 000640

SBH Exh. 58

SBH Exh. 58

BAKER & HOSTETLER

CLEVELAND, OHIO
3200 NATIONAL CITY CENTER
CLEVELAND, OHIO 44114
TEL: 614-633-0300
TWX: 614-633-7878

COLUMBUS, OHIO
65 EAST STATE STREET
COLUMBUS, OHIO 43223
TEL: 614-266-1341

BELTSVILLE, MARYLAND
3000 SUNNYSIDE AVE., SUITE 201
BELTSVILLE, MARYLAND 20708
TEL: 301-637-4411

COUNSELLORS AT LAW
WASHINGTON SQUARE, SUITE 1100
1080 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20006

(800) 661-1800

TELECOPIER: (800) 469-0367

TELECOPIER: (800) 469-0018

TELEX (880) 808-7876

DENVER, COLORADO
303 EAST 7TH AVE., SUITE 200
DENVER, COLORADO 80203
TEL: 303-666-3600

ORLANDO, FLORIDA
200 SOUTH ORANGE AVE., SUITE 210
ORLANDO, FLORIDA 32801
TEL: 407-861-1100

ALEXANDRIA, VIRGINIA
437 NORTH LEE STREET
ALEXANDRIA, VIRGINIA 22304
TEL: 703-646-1800

November 10, 1988

WRITERS DIRECT DIAL NO.

MEMORANDUM

257

TO: Astroline Communications Company Limited Partnership
FROM: Baker & Hostetler
RE: Restructuring Considerations

Astroline Communications Company Limited Partnership, licensee of Station WHCT-TV, Hartford, Connecticut, will be filing an application for renewal of its license on December 1, 1988. Competing applications will be accepted by the Commission up until March 1, 1989. Ordinarily, licensees are entitled to a very high expectation that their licenses will be renewed (a "renewal expectancy"). This renewal expectancy is awarded as long as the licensee in question establishes that it has satisfied its obligation to serve the public interest as a trustee of the public airwaves. As you are aware, however, last year the United States Court of Appeals stated:

If the FCC should initiate a comparative renewal proceeding concerning this license prior to resolution of the matters in MM Docket No. 86-484, in light of the representation made to this Court at the time appellant sought a stay of the FCC's order, the FCC shall conduct such proceedings without according intervenor Astroline Communications Company Limited Partnership any competitive advantage that would ordinarily accompany incumbency.

Federal Communications Commission	
Docket No.	Exhibit 58
Presented by	Shurberg Broadcasting
Disposition	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>
Reported by	George Holmes
Date	11-23-88

BAKER & HOSTETLER

Astroline Communications Company
Limited Partnership
November 10, 1988
Page 2

Accordingly, we think it is essential that any restructuring of Astroline which is to occur must take into account the very real possibility that Astroline will not be entitled to a renewal expectancy.

Without a renewal expectancy, in a hearing proceeding, the FCC will resolve the case based upon the standard comparative issue, and will thereby base its decision predominantly on two factors: (1) the extent to which each applicant's voting principals are integrated in managerial roles at the station ("integration"), and (2) the extent to which each applicant's voting principals have an interest in other broadcast media ("diversification"). The desired goal is to receive 100% quantitative integration credit and preference, with no diversification demerit. "Enhancement" of an applicant's quantitative integration credit is awarded for integrated voting owners' female gender, minority group status, past broadcast experience, local or area residency, etc. ("qualitative enhancements").

The extent to which non-voting, passive individuals may be owners of the applicant ordinarily does not affect the determination of the percentage of quantitative integration credit the applicant should receive. It does affect the analysis, however, in cases where it has been demonstrated that the non-voting participants (e.g., limited partners or non-voting stockholders) are not "passive," and are actually in a position to control or materially influence the licensee on matters pertaining to the day-to-day affairs of the station. In the case of a limited partnership, in order to properly prevent limited partners from being able to control or influence the general partners, the FCC now requires that limited partnership agreements contain provisions (1) specifying that an exempt limited partner (or its "constituent parts") cannot become "materially involved" in the management or operations of the media business of the partnership, and cannot act as an employee of the limited partnership if his or her functions relate, directly or indirectly, to the media enterprises of the company; (2) barring an exempt limited partner from serving, in any material capacity, as an independent contractor or agent with respect to the partnership's media enterprises; (3) restricting the limited partners from communicating with the licensee or general partner on matters pertaining to the day-to-day operations of its business; (4) empowering the general partner to veto the admission of new general partners; (5) barring the limited partner from voting on the removal of a general partner except in cases where the general partner is subject to bankruptcy proceedings, is adjudicated incompetent, or is found by an independent party to have engaged in malfeasance, criminal conduct or wanton or willful neglect; and

BAKER & HOSTETLER

Astroline Communications Company
Limited Partnership
November 10, 1988
Page 3

(6) barring a limited partner from performing any services to the partnership materially relating to its media activities. Failure to include these provisions results in an award of less than 100% integration credit.

In a structure such as was initially proposed for Astroline, Astroline would be unable to include the required provisions. In the event individuals were named as limited partners, they would have to be barred from becoming materially involved in Astroline's affairs, yet because, as proposed, they would be involved as principals of one of the three general partners, they would be obligated to be "materially involved," and therefore would be placed in the position of being in immediate violation of the limited partnership agreement. Similarly, if limited partners are also principals of one of the general partners, it would be impossible for those individuals to abide by the provision barring limited partners from communicating with general partners. Based upon Commission precedent, Astroline may very likely have been entitled only to quantitative integration credit commensurate with its general partners' equity ownership -- namely, only 30 percent.

A Commission Review Board case released last week provides a good illustration of the result Astroline may face. In Stanley Group Broadcasting, FCC 88R-56 (Rev. Bd. 1988), an applicant (Aztec Broadcasting Corp.) was composed of three voting stockholders (51%, 47% and 2%), and its 51% and 47% voting stockholders stated their intentions to work at the station full-time in managerial roles. Aztec therefore claimed entitlement to 98% quantitative integration credit. The Review Board rejected that proposition. The 2% stockholder was also a 40.4% non-voting stockholder, and was an officer and director of the organization, and was obviously more than merely a "passive" investor. As an officer and director, that individual had a power similar to that of a general partner to bind the organization. The Review Board refused to ignore the equity interest of the non-voting stockholder, and reduced Aztec's integration credit to at least 60%.

All of the foregoing is to stress the importance of maintaining a strict separation between limited partners and general partners. General partners should be in complete control of the organization, and limited partners must be passive, non-voting equity holders. No partners should hold dual roles as limited and general partners. If you do so, you will run the risk that a competing applicant will prevail over Astroline for the right to operate on Channel 18 in the future.

If you have any questions regarding this matter, please feel free to contact either Dan Alpert or Linda Bocchi.

SDH Exh. 59

SENT BY Xerox Telecopier 7020 11-14-88 1:30:55PM

2029811783-

723 452412

DRAFT**BAKER & HOSTETLER**

4 CLEVELAND, OHIO
 2206 NATIONAL CITY CENTER
 CLEVELAND, OHIO 44114
 (614) 521-0200
 (614) 521-0270

4 COLUMBUS, OHIO
 85 EAST STATE STREET
 COLUMBUS, OHIO 43215
 (614) 528-1241

4 MARYLAND
 8000 SUNNYSIDE AVE., SUITE 301
 BELTSVILLE, MARYLAND 20708
 (301) 937-4111

4 WASHINGTON SQUARE, SUITE 1100
 1050 CONNECTICUT AVE., N.W.

WASHINGTON, D.C. 20006

(800) 861-1800

TELESCOPIER (800) 499-8887

TELESCOPIER (800) 499-0218

TELEX (800) 888-7876

4 DENVER, COLORADO
 303 EAST 17TH AVE., SUITE 100
 DENVER, COLORADO 80203
 (303) 861-0600

4 ORLANDO, FLORIDA
 200 SOUTH ORANGE AVE., SUITE 2300
 ORLANDO, FLORIDA 32801
 (407) 841-1111

4 VIRGINIA
 437 NORTH LEE STREET
 ALEXANDRIA, VIRGINIA 22304
 (703) 848-1264

November 14, 1988

WRITER'S DIRECT DIAL NO.
 861-1690

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

Dear Mr. Ramirez:

Astroline Communications Company Limited Partnership ("Astroline") is currently contemplating a restructuring of its organization in order to allow for the infusion of additional capital into the organization.

As you are aware, the Federal Communications Commission gives maximum preference to applicants whose voting principals are integrated full-time in station management. The FCC also insists that in order to avoid attribution, an applicant's or licensee's non-voting equity owners must remain passive, and they must exert no control over a station's day-to-day affairs. Astroline has been in compliance with this policy in the past. As General Partner of Astroline and as General Manager of WHCT-TV, you have clearly been in control of Astroline's affairs.

Nevertheless, recent decisions issued by the Commission necessitate certain changes in the basic structure of Astroline. In the past, certain limited partners of Astroline have been principals of a nominal general partner of Astroline, WHCT Management, Inc. The recent case of Stanley Group Broadcasting, FCC 88R-56 (Rev. Bd. 1988), suggests that a continuation of that structure is not advisable. In Stanley, the Review Board was disturbed by the fact that an applicant's two percent voting stockholder also held 40 percent of the applicant equity (through the ownership of non-voting stock), and held the power to act as an officer and director of the organization. The Review Board denied the applicant 100 percent integration credit.

PB 003628

Federal Communications Commission

Doc. No. _____ Exhibit No. 59

Presented by Shurberg Broadhurst

Disposition George

Reporter 9-23-98

Date _____

Identified _____

Received _____

Rejected Holmes

Mr. Richard Ramirez
November 14, 1988
Page Two

DRAFT

In light of the fact that at present WHCT, one of Astroline's general partners, operates in a similar dual capacity because it is composed of persons who are concurrently limited and general partners, we strongly recommend that WHCT immediately retire as general partner. Significantly, based upon the United States Court of Appeals' 1987 Order, Astroline is facing a possibility of not being eligible for a renewal expectancy. Therefore, it is essential that Astroline be restructured to mirror the manner it has been operating in the past, so as to ensure that it will be permitted to take full advantage of the Commission's integration credit. This will necessitate a restructuring so that all of Astroline's general partners will work at the station on a full-time basis in managerial positions. A further enhancement of the integration credit can be obtained if the full integrated general partners are also minorities. However, if Astroline maintains its present structure, in which certain partners exercise dual roles as limited and general partners, it will run the risk of losing or diluting its integration credit and thereby, losing Channel 18 to a competing applicant.

If you have any further questions regarding this matter, please feel free to call Dan J. Alpert or Linda R. Bocchi.

Sincerely,

Edward Hayes, Jr.

8092085001

SBH Exh. 60

DRAFT

BAKER & HOSTETLER

COUNSELLORS AT LAW

WASHINGTON SQUARE, SUITE 1100

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IN ORLANDO, FLORIDA
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ORLANDO, FLORIDA 32801

(407) 841-1111

IN VIRGINIA
437 NORTH LEE STREET
ALEXANDRIA, VIRGINIA 22304

(703) 548-1884

IN CLEVELAND, OHIO
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CLEVELAND, OHIO 44114
(216) 831-0200
TWX (810) 421-8378

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

IN MARYLAND
8000 SUNNYSIDE AVE., SUITE 301
BELTSVILLE, MARYLAND 20705
(301) 927-4111

November 14, 1988

WRITER'S DIRECT DIAL NO.:
861-1690

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

Dear Mr. Ramirez:

Astroline Communications Company Limited Partnership ("Astroline") is currently contemplating a restructuring of its organization in order to allow for the infusion of additional capital into the organization.

As you are aware, the Federal Communications Commission gives maximum preference to applicants whose voting principals are integrated full-time in station management. The FCC also insists that in order to avoid attribution, an applicant's or licensee's non-voting equity owners must remain passive, and they must exert no control over a station's day-to-day affairs. Astroline has been in compliance with this policy in the past. As General Partner of Astroline and as General Manager of WHCT-TV, you have clearly been in control of Astroline's affairs.

Nevertheless, recent decisions issued by the Commission necessitate certain changes in the basic structure of Astroline. In the past, certain limited partners of Astroline have been principals of a nominal general partner of Astroline, WHCT Management, Inc. The recent case of Stanley Group Broadcasting, FCC 88R-56 (Rev. Bd. 1988), suggests that a continuation of that structure is not advisable. In Stanley, the Review Board was disturbed by the fact that an applicant's two percent voting stockholder also held 40 percent of the applicant equity (through the ownership of non-voting stock), and held the power to act as an officer and director of the organization. The Review Board denied the applicant 100 percent integration credit;

make

stockholders

apparent

advisable

Federal Communications Commission

Doc. No. _____

Presented by Shirley

Exhibit No. 60

Broadcasting

Disposition

Identified

Received

Rejected

9-28-95

Reporter George

Date 9-23-98

Holmes

Mr. Richard Ramirez
November 14, 1988
Page Two

DRAFT

that decision

In light of the fact that at present WHCT, one of Astroline's general partners, operates in a similar dual capacity because it is composed of persons who are concurrently limited and general partners, we strongly recommend that WHCT immediately retire as general partner. Significantly, based upon the United States Court of Appeals' 1987 Order, Astroline is facing a possibility of not being eligible for a renewal expectancy. Therefore, it is essential that Astroline be restructured to mirror the manner it has been operating in the past, so as to ensure that it will be permitted to take full advantage of the Commission's integration credit. This will necessitate a restructuring so that all of Astroline's general partners will work at the station on a full-time basis in managerial positions. A further enhancement of the integration credit can be obtained if the full integrated general partners are also minorities. However, if Astroline maintains its present structure, in which certain partners exercise dual roles as limited and general partners, it will run the risk of losing or diluting its integration credit and thereby, losing Channel 18 to a competing applicant.

If you have any further questions regarding this matter, please feel free to call Dan J. Alpert or Linda R. Bocchi.

Sincerely,

Edward Hayes, Jr.

or that all its stock be transferred to

8092085001

SBH Est. 61

SBH Ex. 61

BAKER & HOSTETLER

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 3800 NATIONAL CITY CENTER
 CLEVELAND, OHIO 44114
 (614) 861-0800
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 TELEFAX: (800) 846-7876

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IN ORLANDO, FLORIDA
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 ORLANDO, FLORIDA 32801
 (407) 841-1111

IN VIRGINIA
 437 NORTH LEE STREET
 ALEXANDRIA, VIRGINIA 22304
 (703) 548-4844

November 16, 1988

WRITER'S DIRECT DIAL NO.:
861-1690

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

257
 258
 259

Dear Mr. Ramirez:

As you know, Astroline Communications Company Limited Partnership is required to file an application with the Federal Communications Commission for the renewal of its license to operate WHCT-TV in Hartford, Connecticut on or before December 1, 1988. As you also know, as a result of the Order issued by the United States Court of Appeals on June 25, 1987, in the matter of Shurburg Broadcasting of Hartford, Inc. v. FCC, No. 84-1600, Astroline faces the possibility that it will not be entitled to a "expectancy of renewal" in connection with the application to renew its license. In such event, if there are competitive applications for the license, the FCC may be required to conduct a comparative hearing and to award the license to the most qualified applicant based upon its standard comparative criteria. In that connection, we wish to advise you of certain changes that should be made in your organization's structure which would fortify Astroline's application in the event such a comparative hearing were to take place.

Astroline is presently organized as a Massachusetts limited partnership, in which you are a General Partner holding a 2% partnership equity interest. A Massachusetts corporation, named WHCT Management, Inc. is a General Partner holding a partnership equity interest and the Limited Partners, consisting of another Massachusetts limited partnership and three individuals, hold the remaining partnership equity interest totalling 73%. We understand that the General Partners have a majority of the voting power, and that you, as the controlling General

Federal Communications Commission

Doc. No. _____ Exhibit 61

Presented by Shubert Broadcasting

Disposition _____

Reporter George Holmes

Date 9-23-48

Identified _____

Received _____

Rejected _____

BAKER & HOSTETLER

Richard P. Ramirez
November 16, 1988
Page 2

Partner, have clearly been in legal and actual control of Astroline's affairs, and that the Limited Partners are passive non-voting equity owners. WHCT Management has declared that virtually all of the partnership interest it holds in Astroline is held for the benefit of other qualified minority individuals who may become involved in the management of Channel 18 in the future and that WHCT Management would transfer partnership interests to such individuals when they became employed by the station. (Indeed, we understand that WHCT Management has already transferred portions of its partnership interest to several individuals on three occasions.) The capital stock of WHCT Management is held by four individuals and an estate who are all the holders of all of the partnership interests in the limited partnership entity referred to above which is itself a Limited Partner in Astroline. Thus, under Astroline's present ownership structure, a non-voting limited partner is indirectly holding a portion of the stock in a "voting" corporate General Partner, WHCT Management, even though you are clearly the controlling General Partner with an overwhelming majority of the voting power. We recommend that this relationship between Astroline's Limited Partner and WHCT Management be modified and terminated for the following reasons.

As you are aware, in a comparative hearing context the Federal Communications Commission gives maximum "integration" credit to applicants whose voting principals are "integrated" full time in station management. In other words, maximum quantitative "integration" credit will be awarded where all of the voting power in the applicant is held by individuals who are involved full time in the management of the station. Non-voting ownership interests ordinarily are ignored in determining the percentage of quantitative integration credit that will be awarded. The FCC takes the position, however, that if any person holding voting power in the applicant is also the holder of a non-voting equity interest, the latter interest may be "attributed" to the applicant in determining the percentage of "integration" credit to be awarded, with the result that the FCC will treat the situation as if the non-voting equity owner was involved in the management of the applicant.

The latter point was strikingly illustrated in the decision issued by the Commission recently in the matter of Stanley Gross Broadcasting, FCC 88R-56 (Rev. Bd. 1988). In Stanley, the applicant's 20 voting stockholder also held 40% of the applicant's equity through the ownership of non-voting stock. The Revision Board denied the applicant 100% integration credit and suggested that the 40% non-voting stock interest held by that stockholder should be "attributed" in measuring the degree of integration.

BAKER & HOSTETLER

Richard P. Ramirez
November 16, 1988
Page 3

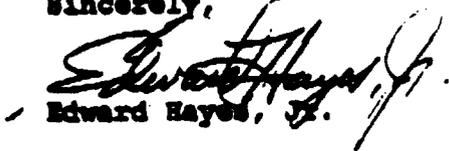
We expect that the Commission might take this same approach in evaluating the ownership structure of Astroline for purposes of determining its integration credit in the potential upcoming renewal proceeding. If so, the Commission would attribute substantial non-voting limited partner interest directly held by the stockholders of WECT Management, with the result that Astroline would receive far less than a 100% integration credit despite the fact that you are clearly the controlling General Partner with far more than a majority of the voting power and WECT Management has itself declared that it is holding its General Partner interest largely for the benefit of other minority individuals who may become involved in the management of the station on a full-time basis in the future. In such event, if Astroline were to face a comparative hearing, Astroline would run the risk of losing the license to operate Channel 18 to a competing applicant receiving a 100% integration credit or an integration credit materially greater than one given to Astroline.

In light of the foregoing, we recommend very strongly that either (1) WECT Management retire as a General Partner of Astroline or (2) all of the capital stock of WECT Management be transferred from its existing stockholders to you and you then elect yourself as its sole director and officer. In either case you would then be the holder of all of the voting power of Astroline, either as the sole General Partner or as General Partner and the owner of WECT Management, no interest held by any Limited Partner would be subject to attribution, and Astroline would be more assured of receiving 100% integration credit thereby maximizing the likelihood of receiving a renewal of its license to operate Channel 18 in the event that a comparative hearing were to take place in this proceeding.

In light of the fact that Astroline is currently the subject of a Chapter 7 Bankruptcy Petition, of course any changes in Astroline's structure need to be reviewed by Astroline's bankruptcy counsel.

If you have any further questions regarding this matter please feel free to call Dan J. Alpert or Linda R. Bocchi.

Sincerely,


Edward Hayes, Jr.

✓
SBH Ext. 62

PEABODY & BROWN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
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TELEFAX: (617) 723-4624
CABLE: "PEABODYB"
TELEX: 951019

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

MEMORANDUM

TO: General and Limited Partners of Astroline
Communications Company Limited Partnership

FROM: Carter S. Bacon, Jr.

DATE: November 22, 1988

I am enclosing for signature a First Amendment to the Astroline Communications Company Limited Partnership Agreement Certificate. The Amendment is intended to accomplish the following:

- (1) To adopt language recommended by Baker & Hostetler, the Partnership's special Federal Communications Commission counsel, restricting participation by limited partners in the day to day operations of the Partnership's television station.
- (2) Updating, on the record, the capital contributions to the Partnership made by the General and Limited Partners. Please note that the capital contributions shown on the Amendment do not include loans made by partners to the Partnership, which the Partnership is not required to disclose on the public record.
- (3) Updating, on the record, various changes in the names and addresses of the General and Limited Partners.

Please sign two copies of the enclosed Amendment and return them to me ~~in the enclosed envelope~~. The third copy is for your records. *by courier or Federal Express*

Anyone with any questions regarding the enclosed Amendment is asked to call Bill Lance or me at his earliest convenience.

CSB/aa
Enclosures
cc: William C. Lance

FEDERAL EXPRESS

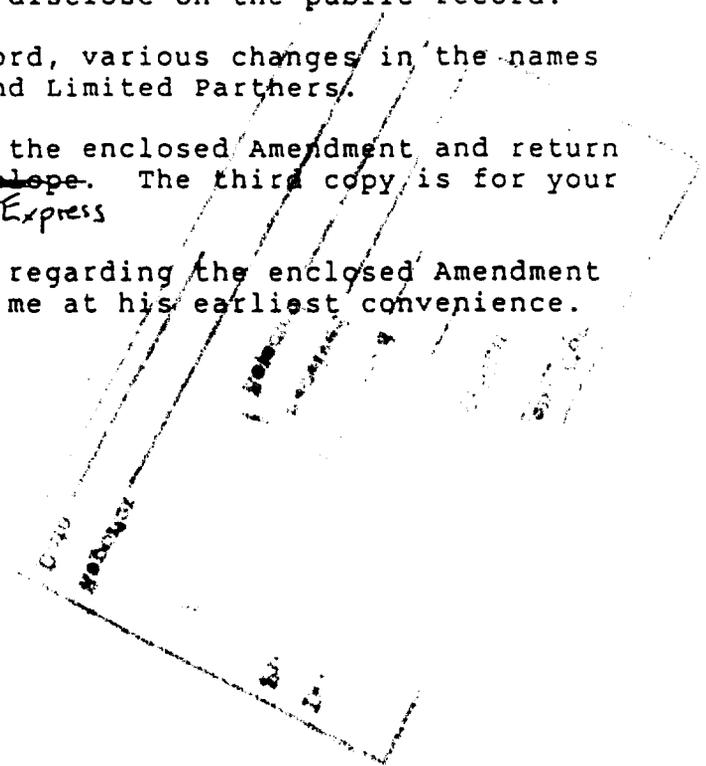


Exhibit 1
Edwards Communications Commission

Doc# _____
Presented by Shuberg Broadcast

Disposition _____

Identified _____
Received 9-28-98
Reviewed Holmes

Reporter Greer

Date 9-23-98

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
FIRST AMENDMENT TO AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE

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

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

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

"Section 4.5 Business Control

"A. No Limited Partner shall participate in or have any control over the Partnership business, except as required by law. The Limited Partners hereby consent to the exercise by the General Partners of the powers conferred on them by this Agreement and to the employment, when and if in the sole discretion of the General Partners the same is deemed necessary or advisable, of such Persons as the General Partners may determine to be necessary or advisable in connection with the conduct of the Partnership's business. No Limited Partner shall have any authority or right to act for or bind the Partnership.

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

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

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

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

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

GENERAL PARTNERS:

Richard P. Ramirez

WHCT MANAGEMENT, INC.

By: _____
Richard P. Ramirez
President

LIMITED PARTNERS:

ASTROLINE COMPANY, INC.

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

Martha Rose

Robert M. Rose

Thelma N. Gibbs

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

Schedule A

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

