

# Commonwealth of Kentucky

OFFICE OF  
SECRETARY OF STATE



ORIGINAL COPY OF **FRANCES JONES MILLS**  
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FRANKFORT, KENTUCKY

SECRETARY OF STATE  
FRANKFORT, KENTUCKY

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\$35.00

Commonwealth of Kentucky

*Frances Jones Mills*  
SECRETARY OF STATE

FOREIGN LIMITED PARTNERSHIP

APPLICATION FOR CERTIFICATE OF AUTHORITY

19073C

Pursuant to the provisions of Kentucky Revised Statutes Chapter 362, the \_\_\_\_\_  
Centerstage Limited Partnership \_\_\_\_\_,  
a foreign limited partnership organized under the laws of the state of Connecticut,  
the home office address of which is 7 Mist Hill Road, New Milford,  
Connecticut \_\_\_\_\_,

hereby applies for a Certificate of Authority to transact business in the Commonwealth  
of Kentucky and submits the following therefor:

(1) A certified copy of its articles of partnership and all existing amendments  
thereto; and

(2) (a) Designates as its process agent Harvey Johnson  
whose address is 611 E. Third Street, Lexington 40505

(b) Designates the same address for its registered office.

Dated November 10, 1980.

Signed \_\_\_\_\_  
*Harvey Johnson*  
GENERAL PARTNER  
Harvey Johnson

INSTRUCTIONS

1. \$35.00 filing fee must accompany the application. Make check payable to Kentucky State Treasurer.
2. Mail filing fee and application with articles of partnership to Secretary of State, Capitol Building, Frankfort, Kentucky 40601.
3. Articles of partnership must be certified by office where articles are filed for record.

State of Connecticut  
**FILED**

APR 29 1980

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CENTERSTAGE LIMITED PARTNERSHIP

This Certificate of Limited Partnership is made the  
 17<sup>th</sup> day of April, 1980, by and among Cable  
 Communications Corporation, a Connecticut Corporation,  
 (hereinafter referred to as "General Partner"), Harvey  
 Johnson, Don Shannon, Mike Carpenter and R. Burl McCoy as  
 original Limited Partners and those person who shall here-  
 after be admitted as Limited Partners, as provided herein.

W I T N E S S E T H :

ARTICLE I

Name of the Limited Partnership

The name of the Partnership shall be CENTERSTAGE LIMITED  
 PARTNERSHIP.

ARTICLE II

General Character of Partnership Business

The purpose of the Partnership shall be to engage in  
 the business of television transmission through a multi-  
 point distribution system in Lexington, Fayette County,

Kentucky, and the surrounding area, together with all other business related to it, including the sale and installation of antennas, marketing of programs, procuring of subscribers, and any other activity which may be conveniently carried out by the Partnership.

### ARTICLE III

#### Address of the Office and Name and Address of the Agent for Service of Process

The office of the Partnership shall be 7 Mist Hill Road, New Milford, Connecticut 06776, and the Agent for Service of Process shall be Cable Communications Corporation located at the same address. The Partnership will retain this office but may locate its principle office at any other place as the General Partner may from time to time designate upon ten (10) days prior written notice to the Limited Partners.

### ARTICLE IV

#### Name and Business Address of Each Partner

General Partner	Cable Communications Corporation 7 Mist Hill Road New Milford, Connecticut 06776
Original Limited Partners	Harvey Johnson Suite 103 3543 Tates Creek Road Lexington, Kentucky 40503

Mike Carpenter  
321 Atwood  
Lexington, Kentucky

Don Shannon  
1351 Fontaine Drive  
Lexington, Kentucky

R. Burl McCoy  
109 North Mill Street  
Lexington, Kentucky 40507

#### ARTICLE V

##### Contributions

Contributions of the General Partners. No original capital contribution shall be made by Cable Communications Corporation as General Partners. The General Partners shall contribute to the Partnership, its special expertise, abilities and experience in the development and the management of the system for which it shall receive one unit of Limited Partnership interest.

Contributions of the Original Limited Partners. The president of the General Partners, Harvey Johnson, will receive one unit of Limited Partnership interest for services rendered and to be rendered in the day to day management of the Partnership.

R. Burl McCoy shall receive one unit for certain legal services rendered in connection with this offering. Mike Carpenter and Don Shannon shall receive one-half unit each for financial consultation and for preparation of certain

accounting projections. These individuals have made no cash payments, and will become Limited Partners by virtue of the above-mentioned services rendered.

Capital Contributions of Additional Limited Partners.

Capital contributions of the additional sixteen Limited Partnership units shall be \$12,500.00 each payable in cash on admission to the Partnership. Fractional interests may be purchased.

ARTICLE VI

Additional Contributions by Partners

No Limited Partners shall have any further personal liability or obligation to contribute money to the Partnership, other than his original contribution, nor shall the Limited Partners be personally liable for any obligations of the Partnership.

ARTICLE VII

Transfers of Partnership Interests

Section 7.01. Transfer of a General Partner's

Interest: Subject to Section 7.03:

- (a) The General Partner may not sell, assign or encumber their general partnership interests in the Partnership or withdraw from the Partnership without the prior consent of fifty-one percent (51%) in interest of the Limited Partners.

Additionally, the General Partner may not admit additional or successor general partners without the prior written consent of fifty-one percent (51%) in interest of the Limited Partners.

**Section 7.02. Transfer of a Limited Partner's Interest:**

(a) The death, incompetency or bankruptcy of a Limited Partner shall not dissolve or terminate the Partnership. In the event of such death, incompetency or bankruptcy, the executor, administrator, guardian, trustee or other personal representative of such Limited Partner (the "Representative") shall be deemed to be the assignee of such Limited Partner only upon the terms and conditions set forth in Section 7.03 hereof. The estate representative, heirs and distributees, as the case may be, of a deceased, incompetent or bankrupt Limited Partner shall be liable for all the Limited Partner's liabilities and obligations to the Partnership as a Limited Partner.

(b) Subject to the terms of Section 7.03 hereof, any Limited Partner shall have the right to sell, assign, encumber, transfer, pledge or otherwise dispose of all or any part of his interest in the Partnership, but only upon compliance with the following conditions (except that the same shall not be required to be complied with under the circumstances contemplated by paragraph (a) of Section 7.02 hereof):

- (i) The General Partner shall have given its prior consent to such sale, exchange, assignment, transfer, disposition or pledge;

(II) Such Limited Partner (transferor) shall have first offered his interest to be transferred to all of the other Limited Partners on the same terms, and

(III) such transferee shall assume in writing the transferor Limited Partner's obligations under the Partnership Agreement,

provided that the transferee of such interest shall become a substituted Limited Partner only upon the terms and conditions set forth in Section 7.05 hereof.

Section 7.03. Restrictions on Transfers: Except as provided in this Section 7.03 hereof, no transfer, sale or exchange of an interest in the Partnership may be made if the interest sought to be transferred, sold or exchanged, when added to the total of all other interests transferred, sold or exchanged within the period of twelve (12) consecutive months prior thereto, would result in the termination of the Partnership under Section 708 of the Internal Revenue Code (or any successor statute), or result in the termination of the Partnership under the Uniform Limited Partnership Act, or otherwise change the status of the Partnership as a partnership for income tax purposes (state or federal) or result in liability to the partnership, any partners or any agent or advisor of any partner for violation of the Securities Laws of the United States or of any state thereof or otherwise affect any exemptions from registration under which the

partnership interest were offered or sold. Notwithstanding the preceding sentence, any transfer, sale or exchange otherwise prohibited by this Section 7.03 may be made providing that, prior to the date thereof, a favorable ruling, satisfactory in form and substance to the attorney or attorneys for the Partnership to the effect that the proposed sale or exchange will not result in the termination of the Partnership, has been published in the Internal Revenue Bulletin or has been granted upon the application and at the expense of the Partner desiring to sell or exchange his interest in the Partnership, or an opinion to such effect satisfactory in form and substance to the attorney or attorneys for the Partnership obtained at the expense of said Partner, has been received by the Partnership, and further providing that an opinion satisfactory in form and substance to the attorney or attorneys for the Partnership is obtained at the expense of said Partner and received by the Partnership to the effect that the proposed sale or exchange will not result in liability to the Partnership, any Partner or any agent or advisor of any Partner for violation of the Securities Laws of the United States or of any state thereof or otherwise affect any exemption under which the Partnership interests were offered or sold. Any transfer, sale or exchange by a Limited Partner of a limited partnership interest in violation of the Section 7.03 shall be null and void.



**Section 7.04. Obligations and Rights of Transferees:**

(a) Any person who acquires in any manner whatsoever any interest in the Partnership, irrespective of whether such person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefit of the acquisition thereof to have agreed to be subject to and bound by all the obligations of this Agreement that any predecessor in interest of such person was subject to or bound by.

(b) A person acquiring an interest in the Partnership, including the estate representative, legatees, distributees and heirs of a deceased, incompetent or bankrupt Partner, shall have only such rights, and shall be subject to all the obligations, as are set forth in this agreement; and without limiting the generality of the foregoing, such person shall not have any right to have the value of his interest ascertained or receive the value of such interest or, in lieu thereof, profits attributable to any right in the Partnership, except as herein set forth.

**Section 7.05. Substituted Limited Partners:**

(a) The General Partner shall have the power, in its discretion, to admit or not to admit, as substituted Limited Partners, persons who acquire the partnership interest, or any part thereof, of a Limited Partner, and all the

Limited Partners hereby consent to the admission of each substituted Limited Partner admitted by the General Partner. The General Partner's failure or refusal to admit a transferee as a substituted Limited Partner shall not affect the right of such transferee to receive the share of the Net Profits and Losses and Cash Flow and distributions of proceeds upon any disposition to which his predecessor in interest was entitled if the sale, exchange, assignment, pledge or other disposition was permitted by the terms of this Article VII.

(b) No person shall be admitted as a substituted Limited Partner unless such person shall have delivered to the General Partner (i) an agreement satisfactory in form and scope to the General Partner to be bound by the terms and conditions of this agreement, and (ii) such other instruments, certificates and documents (including, without limitation, resolutions in case such person is a corporation and opinions of counsel) as the General Partner may require as necessary or appropriate in order to effect the substitution of such person as a Limited Partner.

(c) The General Partner shall, upon receipt from the substituted Limited Partners of the costs and expenses to be incurred in connection therewith, forthwith cause an amendment to the Certificate and any other necessary papers to be filed, recorded and published wherever required showing the substitution of a substituted Limited Partner in place of a retiring Limited Partner.

**Section 7.06. Costs:** All costs and expenses incurred by the Partnership in connection with any disposition of a Partnership interest or any part thereof pursuant to this Article and another person's becoming a substituted Limited Partner in the Partnership in respect of such interest or such part thereof, including any filing, recording and publishing costs and the fees and disbursements of counsel, shall be paid by the Partner disposing of such interest or part thereof.

#### ARTICLE VIII

##### Allocation of Profits and Losses And Distributions of Cash Flow and Net Cash Proceeds Upon a Disposition

###### **Section 8.01. Allocation of Profits and Losses:**

(a) The "Net Profits and Losses" shall be the net profits or losses of the Partnership as determined for Federal income tax purposes by the Partnership accountants.

(b) The Net Profits and Losses, and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be allocated five percent (5%) to the General Partner and ninety-five percent (95%) to the Limited Partners.

###### **Section 8.02. Distribution of Cash Flow:**

(a) The "Cash Flow" shall be the Net Profits and Losses (excluding therefrom net cash proceeds of any Disposition).

- (i) plus depreciation and other non-cash charges deducted in determining such net profits and losses,
- (ii) minus the sum of, but only to the extent actually paid in cash, principal payments (but not interest payments) on all loans, conditional sales contracts and security interests, property replacement reserves, capital expenditures when made from other than such reserves, any other cash expenditures which have not been deducted in determining the Net Profits and Losses, and any amounts required to maintain a reasonable working capital as capital determined by the General Partners.

(b) It is the intent of the Partnership not to distribute any cash until the end of the first business year of the Partnership. Thereafter, all Cash Flow shall be distributed as follows: Five percent (5%) to the General Partner and ninety-five percent (95%) to the Limited Partners. Distribution of profits, shall be distributed annually.

**Section 8.03. Distribution of Net Cash Proceeds**  
Upon a Disposition: The net cash proceeds received from or as a result of any sale, assignment, transfer, pledge, mortgage, or encumbrance (a "Disposition") of any substantial part of or all of the Partnership property shall be distributed and applied as follows: The net proceeds shall be divided fifty percent (50%) to the Limited Partners, pro-rata, in proportion to their respective interest in the Partnership.

**Section 8.04. Dissolution:** Upon the dissolution of the Partnership, the General Partner shall proceed to the termination and winding up of the Partnership, and the proceeds of such termination and winding up shall be applied and distributed to the following order of priority:

(1) First, to the payment of the debts and liabilities of the Partnership (other than the capital contributions of any partners hereof, and any loans or advances that may have been made by any of the partners to the Partnership), and the costs and expenses of such termination and winding up of the Partnership;

(2) Second, to the setting up of any reserves which the General Partner may deem reasonably necessary or advisable for any contingent or unforeseen liabilities or obligations of the Partnership, or of the General Partner, arising out of, in connection with or from the Partnership, its business and property; and

(3) Third, as set forth in Section 8.03, as upon the distribution of the net proceeds from the sale or other disposition of all or substantially all of the property of the Partnership.

## ARTICLE IX

### Termination

**Section 9.01. Liquidation and Distribution:** Upon the termination and dissolution of the Partnership, the then

General Partner, if any, or if there is no General Partner, any person elected to perform such liquidation with the consent of fifty-one percent (51%) in interest of the Limited Partners, shall proceed with the liquidation of the Partnership and the following provisions shall be applicable:

- (a) The General Partner shall file all certificates and notices required by law to dissolve the Partnership.
- (b) The General Partner shall convert the properties of the Partnership into cash to the extent necessary to pay any liabilities of the Partnership which are due and payable prior to the time of, or because of, the making of "Liquidating Distributions" under Section 9.02 hereof.
- (c) Subject to paragraph (b) above, the General Partner may, in its complete discretion:
  - (i) convert all, or any part, of the properties of the Partnership into cash or receivables which shall be distributed in the manner set forth in Section 9.02 hereof; and/or
  - (ii) distribute to the Partners under Section 9.02 hereof all or any part of the Partnership's properties in addition to cash or receivables.
- (d) The General Partner may, in its complete discretion:
  - (i) pay all or any part of the liabilities of the Partnership which have not yet become due and distribute

the balance of the Partnership's properties to the Partners under Section 9.02 hereof, subject to all or any part of such liabilities.

Section 9.02. Distributions: Upon any termination of the Partnership any remaining properties of the Partnership (after payment of liabilities as provided in Section 9.01 hereof) shall be distributed ("Liquidating Distribution") to the Partners in the order of priority set forth in Section 8.03 hereof.

In the extent that cash is available upon termination of the Partnership, it shall be distributed in the aforesaid order of preference. A distribution of property, other than cash and receivables, shall be treated as a distribution of cash in an amount equal to the fair market value of the property as of the date of distribution. In the event it becomes necessary to make a distribution of Partnership property in kind, such property shall be transferred and conveyed to the Partners or their assignees so as to vest in each of them as a tenant-in-common an undivided interest in the whole of said property equal to his interest in the distribution, or proceeds of a Disposition, in accordance with Section 8.03 hereof.

*State of Connecticut*  
OFFICE OF SECRETARY OF THE STATE } SS. HARTFORD.

I hereby certify that the foregoing is a true copy of record in this office

IN TESTIMONY WHEREOF, I have hereunto set my  
hand, and affixed the Seal of said State, at  
Hartford, this 31st day  
of October A.D., 19 30

*Robson B. Kinsley*  
Secretary of the State



IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement as of the day and year first above written.

CABLE COMMUNICATIONS CORPORATION  
General Partner

by: [Signature]  
Harvey L. Johnson, President

[Signature]  
Harvey L. Johnson  
Original Limited Partner

[Signature]  
Don Shannon  
Original Limited Partner

[Signature]  
Mike Carpenter  
Original Limited Partner

[Signature]  
R. Buri McCoy  
Original Limited Partner

STATE OF KENTUCKY  
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me on this 18th day of April, 1980, by Cable Communications Corporation, General Partner by its President, Harvey L. Johnson and by Harvey L. Johnson, Don Shannon, Mike Carpenter and R. Buri McCoy, Original Limited Partners.

My Commission expires: June 9, 1983

[Signature]  
Notary Public

Prepared by: John W. Ringo  
406 Security Trust Bldg.  
Lexington, Kentucky 40507

copy taken 4/19/80

Basic copy to sent 5/1/80  
Cable Communications Corp.  
7 Mist Hill Road  
New Milford, Ct. 06716