

CERTIFICATE AND AGREEMENT OF
LIMITED PARTNERSHIP

COASTAL CABLEVISION ASSOCIATES

THIS CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP and entered into as of the 29th day of January, 1982 by and among RODERICK LETT MACDONALD, of Poppasquash Road, Bristol, Rhode Island, ANGUS LETT MACDONALD, of Poppasquash Road, Bristol, Rhode Island, GEORGINA MACDONALD, of 248 Hope Street, Bristol, Rhode Island, and MACDONALD TRUST NO. 4, with an address at Poppasquash Road, Bristol, Rhode Island (collectively, the "General Partners") and those persons signatory hereto and named in Exhibit A attached hereto and made a part hereof (hereinafter referred to collectively as the "Limited Partners", and individually as a "Limited Partner"), the General Partners and the Limited Partners also being sometimes referred to collectively as the "Partners" and individually as a "Partner":

WITNESSETH

WHEREAS, the parties intend to form a limited partnership under the Uniform Limited Partnership Act of the State of Rhode Island, as the same may from time to time be amended, for the purposes hereinafter set forth; and

WHEREAS, COASTAL CABLEVISION ASSOCIATES (the "Partnership") shall be formed by the General Partners and the Limited Partners owning the percentage interest set forth opposite their names on Exhibit A.

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

ORGANIZATION, NAME, PLACE OF BUSINESS AND TERM

Section 1.1 Formation. The parties hereby form the Partnership under the name and style hereinbefore stated pursuant to the provisions of the Uniform Limited Partnership Act of the State of Rhode Island, and such other provisions of applicable laws as pertain to limited partnerships, if any.

Section 1.2 Place of Business. The principal office of the Partnership shall be located at Poppasquash Road, Bristol, Rhode Island, or at such other place and with such other subsidiary offices as the General Partners may from time to time determine.

Section 1.3 Term. The Partnership shall dissolve upon the earliest to occur of:

(a) The withdrawal or bankruptcy of any of the General Partners; provided, however, that upon any such event the remaining Partners then entitled to 60% or more of the net profits of the Partnership then distributable to the Partners pursuant hereto may continue the Partnership and name one or more new General Partners, and in the event of any such election, the business of the Partnership shall continue subject to all of the terms and conditions of this Agreement as amended from time to time;

(b) December 31, 2022.

ARTICLE II

PURPOSE AND AUTHORITY

Section 2.1 Purpose. The purpose of the Partnership shall be to acquire, if possible, franchises, either alone or in conjunction with others, authorizing it to construct and operate cable television systems in the County of Newport, Rhode Island, as well as in such other municipalities as may from time to time be chosen by the General Partners (the "Systems"), to pursue the obtaining of franchises and to develop, finance, acquire, construct, own, operate, repair, maintain, promote, lease, sell, exchange or otherwise dispose of the Systems, or portion thereof, and any and all rights associated therewith; to buy, sell, lease, mortgage and discharge any and all real and personal property which may be necessary, advantageous or proper in the conduct of the operation of the Partnership business; and to engage in all other activities which are related to the purposes of the Partnership. Title to all Partnership property shall be held in the name of the Partnership. The Partnership will not engage in the production of programming for general distribution to others or in programming for general, rather than local, entertainment purposes.

Section 2.2 Authority. To consummate the Partnership's business and to carry out the obligations of the Partnership in connection therewith or incidental thereto, the General Partners shall have the authority, subject to the provisions of this Agreement and to the applicable laws, rules and regulations of such governmental authorities which shall have jurisdiction over the Partnership or the conduct of its business, to borrow money and to make and issue notes, obligations and evidences of indebtedness of all kinds, whether secured by mortgage, pledge, or otherwise, including the execution of one or more notes in order to secure a loan to finance the development and construction of the Systems and such other documents that are required in connection with such loan; to make, enter into, perform and carry out any arrangements, contracts, and/or agreements of every kind for any lawful purpose, without limitation as to amount or otherwise,

with any related or unrelated corporation, association, partnership, firm, trustee, syndicate, individual and/or any political or governmental division or subdivision and generally to make and perform agreements and contracts of every kind and description and to do any and all things necessary or incidental to the foregoing. The General Partners are specifically authorized to disclose the name and interests of the Limited Partners in Franchise applications. The authority granted to the General Partners herein shall be restricted to legal activities, and in conducting the business of the Partnership the General Partners shall not directly or indirectly compensate any government official with franchising authority, and shall instruct its agents and employees not to do so.

ARTICLE III

CLASSES OF LIMITED PARTNERS AND CAPITAL CONTRIBUTIONS

Section 3.1 Class of Limited Partners. There shall be one class of Limited Partnership interests, designated as "Limited Partners", who shall be required to provide 100% of the capital contributions to the Partnership in excess of the amount which is being contributed to the Partnership by the General Partners.

Section 3.2 Capital Contributions of Partners.

(a) The General Partners collectively will commit to make a capital contribution to the Partnership in the amounts set forth in Exhibit A on the same terms as set forth below as to the Limited Partners.

(b) The Limited Partners will commit to make capital contributions to the Partnership in the respective amounts set forth opposite each Limited Partner's name in Exhibit A, attached hereto. Twenty (20%) percent of such capital contributions shall be made to the Partnership within ten (10) days after the General Partners shall have given written notice to the Limited Partner that his subscription has been accepted. The General Partners shall have until December 31, 1983 to call, in one or more separate calls, the balance of the Partnership capital subscriptions which delayed capital contributions shall be due within thirty (30) days after the General Partners shall have given written notice to the Limited Partners, such calls to be made only for funds then required for near term conduct of the business contemplated by the Partnership and shall in no event be made simply to earn interest for the Partnership.

Section 3.3 Use of Capital Contributions. The capital contributions of the Limited Partners shall be used and applied as follows:

(a) To pay, or reimburse any Partner or any related or unrelated person or entity who or which has paid all costs, fees,

and expenses incurred by or on behalf of the Partnership with the approval of the General Partners in efforts to acquire franchises in the County of Newport, Rhode Island as those franchises are made available to the Partnership, expenses incurred in connection with the formation of the Partnership and sale of limited partnership interests as contemplated herein, and the repayment of all funds advanced for the development of the Systems, including interest.

(b) For preparation and pursuing applications for franchises, and for the construction and development of Systems pursuant thereto either alone or in conjunction with others.

(c) The balance shall be available for the working capital requirements of the Partnership as determined by the General Partners.

Section 3.4 Partnership as a Partner. In the event that the General Partners, in their absolute discretion, at any time and from time to time, determine that additional capital is required by the Partnership to fully develop and promote a System to be constructed for which sufficient Partnership funds are not available, then the Partnership may either (i) attempt to borrow such required capital from any person including financial institutions or any Partner or (ii) obtain such capital by causing the Partnership to enter into a Partnership Agreement with respect to such System on such terms and conditions as the General Partners shall deem appropriate. The other partners in such new partnerships may be affiliates of the General Partners.

In the event that the General Partners, in their absolute discretion, at any time and from time to time, determines that the acquisition of a franchise can best be accomplished by entering into a joint venture or granting option in a particular system to entities or individuals not affiliated with the General Partners then the General Partners may enter into such joint venture or grant such option as it shall deem appropriate.

In no event will any partner or optionee in any such franchise development become a partner in the Partnership.

Section 3.5 Working Capital. The General Partners shall manage the business of the Partnership so as to exercise their best efforts to maintain sufficient working capital so it is not required to seek additional capital and in that connection is authorized to hold substantial cash reserves.

If the General Partners, in their absolute discretion, determine that additional capital is required for working capital and not for System acquisition or expansion, but cannot be secured on terms acceptable to them, then all the Partners shall be requested to voluntarily contribute, pro rata based upon their

respective percentage interests in the profits and losses of the Partnership as set forth in Section 4.1(b) hereof, the required additional working capital to the Partnership within the time specified by notice from the General Partners to the Limited Partners (hereinafter referred to as a "Voluntary Partnership Call"). If a Partner shall fail to contribute his pro rata share of a Voluntary Partnership Call, the General Partners shall take the following action:

(a) Notice shall be mailed by the General Partners to each Partner who has not contributed his pro rata share of a Voluntary Partnership Call and each such Partner shall be given an additional period of ten (10) days within which to cure his failure to contribute.

(b) If all Partners contribute their pro rata share, the amount contributed shall be added to their capital amount.

(c) If any such contribution shall not have been made prior to the expiration of the ten (10) day period specified in Section 3.5(a) above, the General Partners shall then offer to all Partners who have so contributed (the "Offerees") the opportunity to contribute an amount equal to the non-contributing Partners' share of the Voluntary Partnership Call. The Offerees shall have the right to contribute such non-contributing Partners' share of the Voluntary Partnership Call pro rata among themselves based upon their respective percentage interests in the profits and losses of the Partnership as set forth in Section 4.1(a) until all required or available funds are received. If all Partners do not contribute their pro rata share on the amount advanced by the contributing Partners shall be treated as a loan and bear interest at 4 points above the then current prime rate as established from time to time by Industrial National Bank of Rhode Island.

(d) Notwithstanding any other provision of this Agreement to the contrary, all sums contributed by the Partners pursuant to any Voluntary Partnership Call as a loan shall be entitled to a priority as to principal and interest on any and all distributions from the Partnership to the Partners as more fully set forth in Article VII and Article IX hereof.

(e) Nothing contained in this Section 3.5 shall create an obligation on the part of the General Partners to contribute funds to the Partnership.

Section 3.6 Partnership Assets. All of the assets, liabilities, revenues, expenses, gains, losses, credits, capital and debt service attributable to the activities of the Partnership shall belong to and be recorded upon the books of the Partnership.

Section 3.7 Interest. No interest shall be paid on the contributions by the Partners to the capital of the Partnership, but shall be paid on all loans made to the Partnership pursuant to Section 3.5(c) hereof.

Section 3.8 Default. In the event any Partner fails to contribute all or any part of his delayed initial capital contribution to the Partnership when called upon to do so by the General Partners, the amount due shall bear interest after Demand at the rate of four (4) points in excess of the prime rate then, and from time to time thereafter, in effect at Industrial National Bank of Rhode Island and the Partnership may, at its option, pursue any available remedy or remedies against such defaulting Partner and/or, cause his interest in the Partnership and all sums paid therefore to be forfeited, and sell such interest to any third party or reallocate such interest among all other Partners.

ARTICLE IV

PROFITS AND LOSSES

Section 4.1 Allocation of Profits and Losses.

(a) The net profits and net losses of the Partnership (and investment or any other credits) shall be divided among the Partners as follows (subject to adjustment pursuant to Section 3.5 hereof):

General Partners (as General Partners)	50%
Limited Partners (as compensation for investment)	50%

(b) The interest of each Limited Partner in Partnership net profits, net losses and Cash Flow pursuant to Section 4.1(a) above and the interest of the General Partners in compensation for their investment, shall be as set forth opposite the name of each in Exhibit A.

Section 4.2 Accounting. Partnership books shall be kept on the accrual basis and in accordance with generally accepted accounting principles. In addition, the Partnership shall maintain such books and records as may be appropriate for determining its income for Federal income tax purposes. The fiscal year of the Partnership shall be the calendar year.

Section 4.3 Definitions and Distribution of Profit Loss. The terms "Profits" and "Losses", as used in this Agreement, shall mean profits and losses as determined for federal income tax purposes. Cash Flow shall mean (a) all cash received by the Partnership from any source (including borrowings by the Partner-

ship but excluding the net proceeds of the sale of Partnership assets pursuant to the provisions of Section 5.9 hereof) less (b) cash expended, reserved or required for debts and expenses, interest and principal payments on any indebtedness, capital expenditures, replacements, expansion or any other reasonable requirements of the business of the Partnership, as determined in the discretion of the General Partners. The General Partners in their discretion shall determine the availability of Cash Flow for distribution to partners. In the event that the General Partners shall determine that Cash Flow is available to the partners, such partners shall share in such Cash Flow in the proportion set forth in Exhibit A. No Limited Partner shall be liable to the Partnership, to the General Partners or other Limited Partner or any creditor of the Partnership by reason of the distribution to such Limited Partner of Cash Flow, nor shall such Limited Partner be obligated for any reason to return any such distribution to the Partnership.

Section 4.4 Partners' Accounts.

(a) There shall be maintained a capital account and an income account for each Partner. The amount of each Partner's capital contribution to the Partnership shall be credited to his capital account. From time to time, but not less often than annually, the share of each Partner in profits and losses shall be credited or charged to his income account. Any negative balance in the income account of a Partner shall be charged to his capital account.

(b) If at any time the Partnership shall suffer a loss as a result of which the capital account of any Partner shall be a negative amount, such loss shall be carried as a charge against his capital account, and his share of subsequent profits of the Partnership shall be applied to restore such deficit in his capital account, but a Limited Partner shall not be required to make any further contribution to the capital of the Partnership to restore a loss, to discharge any liability of the Partnership or the General Partners except as otherwise provided by such Act.

Section 4.5 Annual Statements. The books of accounts shall be closed promptly after the end of each taxable year of the Partnership. An annual audit shall be performed at the expense of the Partnership by a Certified Public Accounting firm that has malpractice insurance coverage equal to the investment of the Limited Partners.

Section 4.6 Financial Reports to Partners. With respect to each taxable year of the Partnership, upon compliance with the provisions of Paragraph 4.5 of this Article IV, the General Partners shall promptly make a written report to each partner, which shall include copies of a balance sheet of the Partnership as at the end of such year, a statement of income and expenses

for such year, and a sources and applications of funds statement prepared pursuant to such Paragraph, and a statement of Partners' capital or such statements with respect to the status of the Partnership and the distribution of profits and losses therefrom as are considered necessary by the General Partners to advise all partners properly about their investment in the Partnership for Federal income tax reporting purposes. Quarterly consolidated statements of operations shall also be forwarded to the Limited Partners within sixty (60) days of the close of each quarter except the last. Quarterly reports to Limited Partners shall also include quarterly financial and operating statistics for each System in which the Partnership has an interest. The General Partners shall be entitled to reimbursement by the Partnership for any expenditures incurred by the General Partners on behalf of the Partnership which shall be made other than out of the funds of the Partnership.

Section 4.7 Election under Section 754. In the case of a distribution of property made in the manner provided in Section 734 of the Internal Revenue Code of 1954, as amended (the "Code"), or in the case of a transfer of any interest in the Partnership permitted by these Articles made in the manner provided in Section 743 of the Code, the General Partners, on behalf of the Partnership and in their discretion, may file an election under Section 754 of the Code in accordance with the procedures set forth in the applicable Treasury Regulations. The adjustment to the basis of the Partnership property resulting from such election shall be entered in the books of account of the Partnership and shall be credited to or charged against the Capital Accounts of the partner or partners whose transactions gave rise to such adjustment.

Section 4.8 Allocation of Depreciation Recapture. The parties hereto recognize that part of any gain recognized by the Partnership in any year on the sale, exchange or other disposition of all or any part of the assets of the Partnership, or of any other partnership in which the Partnership shall be a partner may be treated for Federal income tax purposes (as a result of application of Sections 704, 761, 1245 and/or 1250 of the Internal Revenue Code) as ordinary income by reason of "Depreciation Recapture". It is the understanding and agreement of the parties that, to the extent possible, without increasing the total gain to the Partnership by reason of such sale, exchange or other disposition, the portion of such gain which shall constitute Depreciation Recapture shall be allocated among the Partners of the Partnership in the proportions that the depreciation deductions giving rise to such Depreciation Recapture were allocated among the partners in such manner as to cause the total gain to be allocated in the manner described in Section 4.1(a) of this Article IV. Any question as to the aforesaid allocation of

Depreciation Recapture shall be resolved by the General Partners in their discretion.

ARTICLE V

RIGHTS DUTIES AND RESTRICTIONS OF THE GENERAL PARTNERS

Section 5.1 Responsibilities of the General Partners. The General Partners shall have full responsibility and exclusive and complete discretion in the management and control of the business and affairs of the Partnership for the purposes herein stated and shall make all decisions affecting the Partnership affairs and business. The General Partners shall manage and control the affairs and business of the Partnership to the best of their ability and shall use their best efforts to carry out the purposes of the Partnership as set forth herein.

Section 5.2 Expenditures by the General Partner. The General Partners, on behalf of the Partnership, are hereby authorized to pay compensation for accounting, administrative, legal, technical, management or other services rendered to the Partnership. The General Partners may make expenditures in discharging their duties hereunder on behalf of the Partnership, and the General Partners shall be entitled to reimbursement by the Partnership for any expenditures incurred by the General Partners on behalf of the Partnership which shall be made other than out of the funds of the Partnership.

Section 5.3 Potential Conflicts. The General Partners shall devote so much of their time to the business of the Partnership as in their judgment the conduct of their businesses shall reasonably require. Affiliates of the General Partners may engage in business ventures of any nature and description independently or with others, including but not limited to business of the character described in Article II hereof, or any part thereof, and neither the Partnership nor any of the other partners shall have any rights in and to such independent ventures or the income or profits derived therefrom. The General Partners, on behalf of the Partnership and in their discretion, may deal in any manner directly or indirectly with any affiliate of the General Partners or any Limited Partner or any affiliate or firm in which any partner is directly or indirectly interested and may pay any such person fees or compensation without limitation for any efforts or commitments in connection with the development, financing, supervision and management of the Partnership or Partnership property or the acquisition thereof, and neither the Partnership nor any other Partner shall have any rights in or to any such fees or compensation to any such person. Anything else in this Agreement to the contrary notwithstanding, the General Partners will not sell or lease Partnership assets at below then prevailing market values.

Section 5.4 General Authority. Except as expressly restricted in this Agreement, the General Partners shall have all of the rights and powers permitted general partners of limited partnerships under the provisions of the Uniform Limited Partnership Act of the State of Rhode Island, including, without limitation, the power and right to:

- (a) manage the Partnership;
- (b) execute such documents as they may deem necessary or desirable for Partnership purposes, including, but not limited to, powers of attorney for Partnership bank accounts and other Partnership assets and activities;
- (c) sell, assign, convey, lease, mortgage or otherwise dispose of or deal with all or any part of the Partnership assets, including the modification or amendment of agreements entered into by the Partnership;
- (d) borrow money upon any terms and conditions, including the subordination of such loans; grant security interests in assets of the Partnership to secure indebtedness or other obligations of the Partnership;
- (e) perform or cause to be performed by power of attorney or otherwise all of the Partnership's obligations under any agreement to which the Partnership is a party; and
- (f) sign checks on Partnership bank accounts, grant powers of attorney to one or more persons, firms or corporations with respect to the Partnership bank accounts, and execute and/or accept any instrument or agreement or power of attorney, incident to or connected with the Partnership business and in furtherance of its purposes; and any such instrument or agreement or power of attorney so executed or accepted by the General Partners in their name shall be deemed executed and accepted on behalf of the Partnership by the General Partners.
- (g) on behalf of the Partnership, enter into joint ventures, general or limited partnerships, or other participations or agreements with affiliated or unaffiliated persons, firms or corporations for the purpose of developing, franchising, acquiring, constructing, expanding, maintaining, financing, operating, promoting, programming and/or otherwise dealing with cable television systems, or related communications systems, on any terms, including without limitation the granting of an equity participation in a partnership in which this Limited Partnership is a partner; provided, however, that no partner in such new partnership shall obtain an interest in this Limited Partnership as a result thereof.

Section 5.5 Reliance on Authority of the General Partners. Nothing herein contained shall impose any obligation on any person or firm doing business with the Partnership to inquire as to whether or not any of the General Partners, or any designee of any of the General Partners, has exceeded his authority in executing any contract, lease, mortgage, note, settlement, deed, guarantee or other instrument on behalf of the Partnership, and any such third person shall be fully protected in relying upon such authority.

Section 5.6 Liability of General Partner. The General Partners shall be liable to the Limited Partners for their willful misconduct or neglect, but they shall not be liable for errors in judgment made in good faith or for any acts or omissions that do not constitute willful misconduct or neglect. The Limited Partners shall look solely to the assets of the Partnership for the return of their capital and if the assets of the Partnership remaining after payment or discharge of the debts and liabilities of the Partnership are insufficient to return such capital, they shall have no recourse against the General Partners, the effect of which may cause or result in loss or damage to the Partnership, if done pursuant to the advice of legal or accounting counsel employed by the General Partner on behalf of the Partnership, shall be conclusively presumed not to constitute willful misconduct or neglect on the part of the General Partners.

Section 5.7 Indemnification of General Partners. The Partnership shall indemnify and hold harmless the General Partners from any loss, damage, fine, penalty, expense (including attorney's fees), judgment or amounts paid in settlement by the General Partners by reason of any act performed by them or omitted to be performed by them in connection with the business of the Partnership, or in furtherance of its interests, including any and all such liabilities under Federal and State Securities acts as permitted by law; provided, however, that the foregoing shall not relieve the General Partners of liability for willful misconduct or neglect.

Section 5.8 Prescriptions.

(a) The General Partners shall have no authority to do any act in contravention of the Uniform Limited Partnership Act of the State of Rhode Island.

(b) The General Partners shall in no event pledge or otherwise subject to security interests any assets of the Partnership except for the benefit of the Partnership or the Partners.

Section 5.9 Sale of Assets. Subject to the provisions of Section 5.3 hereof, at any time and from time to time the General Partners may in their discretion cause the sale of all or any portion of the assets or business of the Partnership (but in no

event for less than their fair market value, as determined by the General Partners) upon any terms they shall in their discretion determine. Notwithstanding anything in this Agreement to the contrary, after the payment of or provision for creditors, the net proceeds of the sale of all or substantially all of the assets of the Partnership, or of any one or more complete systems, shall be distributed among the partners in the same proportions as such partners shall then share in the net profits of the Partnership in accordance with the provisions of Section 4.1(a) of Article IV hereof; provided, however, that in the discretion of the General Partners, all or any portion of the proceeds of any such sale remaining after the payment of or provision for creditors may be retained by the Partnership, but only if working capital is required by the Partnership pursuant to Section 3.5 hereof.

Section 5.10 Incorporation or Merger. At any time and from time to time, the General Partners may cause the transfer of all or any portion of the business or operating assets of the Partnership to a corporation in exchange for its stock or securities or may cause the merger or combination of all or any portion of the business or operating assets of the Partnership with another company or business. No such incorporation, merger or combination shall in and of itself cause the dissolution and liquidation of the Partnership pursuant to the provisions of Section 1.3 hereof, unless the General Partners act to distribute to the partners substantially all of the assets of the Partnership.

Section 5.11 Title Holder. To the extent allowable under applicable law, the Partnership may hold title to all or any part of its properties in the name of an individual, corporation, partnership, trust or otherwise, the beneficial interest in which shall at all times be vested in the Partnership, and may agree that any such title holders be vested with all or any part of the powers which might otherwise reside in the Partnership. Any such title holders be vested with all or any part of the powers which might otherwise reside in the Partnership. Any such title holders shall perform any and all of their respective functions to the extent and upon such terms and conditions as may be determined from time to time by the General Partners. Notwithstanding anything to the contrary contained herein, the General Partners may act as a title holder for and on behalf of the Partnership; provided that all benefits from that to which they hold title shall unure to the Partnership.

ARTICLE VI

ASSIGNMENT RESTRICTIONS

Section 6.1 Admission of Partners. The General Partners shall not, without the written approval of the holders of 60% of the total outstanding Limited Partnership interests then out-

standing, which approval shall not be unreasonably withheld, substitute a General Partner in their stead or admit any additional General Partner the admission of which shall in no event limit or diminish the interests of the Limited Partners as set forth in Section 4.1 hereof. The General Partners, in their sole discretion without the consent of any other Limited Partner, may admit additional Limited Partners who shall own a forty percent (40%) interest in the aggregate in the Partnership. No person shall become an additional General or Limited Partner unless and until he has executed such certificates and other documents and performed such acts as may be necessary to constitute such person a General or Limited Partner and to preserve the status of the Limited Partnership.

Section 6.2 Sale of Interests by General Partners. Except as provided in this Article VI to the contrary, the General Partners may not sell, transfer or assign all or any part of their interest as the General Partners of the Partnership other than to substitute or add an additional General Partner, pursuant to Section 6.1. Upon the effective date on which the General Partners cease to be the General Partners hereunder, that portion of their interest in the Partnership which shall not have been sold, assigned or transferred pursuant to the provisions of Section 6.1 and this Section 6.2 shall, after compliance with the provisions of this Article VI, become a Limited Partner's interest, and shall thereafter be entitled to the same share of net profits and net losses and Cash Flow of the Partnership as if it had not ceased to be the General Partners' interest.

Section 6.3 Assignment by Limited Partner. A Limited Partner or any substituted Limited Partner may not sell, assign, pledge or otherwise transfer all or any portion of his interest in the Partnership, other than to or for the benefit of his spouse, heirs, or corporate affiliate, without the prior written consent of the General Partners which consent shall not be unreasonably withheld. As an example, and not by way of limitation, failure of the General Partners to consent to such a transfer shall not be deemed to be unreasonable if the result of any proposed transfer would be (a) to transfer less than all of a limited partner's interest in the Partnership, or (b) to cause a termination of the Partnership for Federal income tax purposes. In no event shall any such consent be given by the General Partners if in their discretion they determine that any such transfer may violate the Securities Act of 1933 or any state securities laws.

Section 6.4 Substituted Limited Partners. No assignee, legatee, distributee, heir or transferee (by conveyance, operation of law or otherwise) of the whole or any portion of any Limited Partner's interest in the Partnership shall have the right to become a substituted Limited Partner as that term is defined in the Uniform Limited Partnership Act of the State of

Rhode Island unless and until the General Partners give their written consent thereto. The consent or approval of the Limited Partners shall not also be required, if the assignor gives the assignee the right to become a substituted Limited Partner. If a Limited Partner shall die, his heirs, executors, administrators, or trustees, or if he be adjudicated insane or incompetent, his committee, conservator or representative shall have the same rights and obligations which such Limited Partner would have had had he not died or had not been adjudicated insane or incompetent, except that his heirs, executors, administrators, trustees, committee, conservator or representative (hereinafter sometimes called his "successor" or "successors") shall not become a substituted Limited Partner without the written consent of the General Partners.

Section 6.5 Documents. No sale, assignment or transfer by the General Partners or Limited Partners of an interest in the Partnership by conveyance, operation of law or otherwise shall be effective to convey the subject matter thereof until the assignee or the successor thereto executes all necessary certificates or other documents and performs all acts required in accordance with the laws of the State of Rhode Island and any other states in which the Partnership is doing business to the full extent the same may be necessary to constitute such assignee or successor a substitute Limited Partner and to preserve the status of the Limited Partnership after the completion of such sale, assignment or transfer in accordance with such laws. Each assignee or successor agrees upon the request of the General Partners to execute such certificates or other documents and to perform such acts as may be necessary to constitute such person a General or Limited Partner and to preserve the status of the Limited Partnership.

Section 6.6 Retirement. No Partner shall have the right to retire or withdraw from the Partnership.

Section 6.7 Purchase of Interest of Bankrupt Limited Partner. The Partnership shall purchase the interest of any Limited Partner who shall be bankrupt (as said term is hereafter defined) as of the day immediately prior to the date of such bankruptcy at a price equal to the Capital Account of such partner as of said date. The terms of payment for such interest shall be no cash down, with the amount of the purchase price payable in five (5) equal, successive, annual installments. The installments shall, together with interest at the rate of nine (9%) percent per annum on the unpaid principal balance, commence on the first anniversary of the settlement date and the remaining four (4) installments of principal and interest shall be paid on each succeeding anniversary. The Partnership shall have the full right to prepay, in whole or in part, without penalty. If as of the date prior to such bankruptcy there is a negative balance in the Capital Account of such partner, then the interest of such part-

ner shall be purchased by the Partnership for a price of Ten (\$10.00) Dollars cash, not in installments.

Section 6.8 Definition of Bankruptcy. For the purposes of these Articles, "bankruptcy" shall mean: (a) an assignment for the benefit of creditors; (b) the filing of a voluntary bankruptcy or reorganization petition; and (c) the failure to vacate the appointment of a receiver or trustee for all or any part of a partner's assets or property within five (5) days from the date of such appointment.

ARTICLE VII

LOANS, WITHDRAWALS AND PRIORITIES

Section 7.1 Interest. During the term of the Partnership, no interest shall be allowed to any partner upon the amount of his Capital Account. In the event that the Partnership shall borrow any funds from any partner, above and beyond his Capital Account, including pursuant to Section 3.5 hereof, such partner shall be paid such reasonable rate of interest as shall then be agreed upon by the General Partners or in accordance with Section 3.5, if applicable, and such loan shall be accounted for as a liability of the Partnership.

Section 7.2 Withdrawal of Capital. No partner shall be entitled to the return of his capital contribution except by reason of the distribution to him of Cash Flow pursuant to Section 4.3 hereof or the distribution to him of assets upon the dissolution of the Partnership pursuant to the provisions of Article VIII or upon the written consent of all of the partners.

Section 7.3 Priorities. Except as otherwise expressly provided in these Articles, there shall be no priority of any Limited Partner over other Limited Partners as to return of contributions, withdrawals or distributions of income or Cash Flow.

ARTICLE VIII

DISSOLUTION AND LIQUIDATION

Section 8.1 Accounting. Upon the dissolution of the Partnership if the Partnership shall not be continued pursuant to the provisions of Section 1.3(a), a proper accounting shall be made of the Capital Account of each partner and of the net profits or net losses of the Partnership from the date of the last previous accounting to the date of dissolution. Financial statements presenting such accounting shall include a report of a certified public accountant.

Section 8.2 Liquidating Trustee. Upon the dissolution of the Partnership for any reason, if the Partnership shall not be continued pursuant to the provisions of Section 1.3(a), the Partnership shall be liquidated. In such event, the General Partners shall act as liquidating trustees, or, if there shall then be no General Partners, the partners then entitled to sixty percent (60%) or more of the net profits of the Partnership may elect a liquidating trustee. The liquidating trustees shall have full power to sell, assign, and encumber Partnership assets. Notwithstanding such power, the liquidating trustees shall not sell any assets except in the case of:

(a) sales necessary in order to raise cash for the payment of creditors; and

(b) assets not readily distributable in kind, as determined in the sole discretion of the liquidating trustees.

All cash shall, to the extent necessary, be used to pay creditors, and any assets remaining shall be allocated and distributed in kind to the partners in divided or undivided portions in the discretion of the liquidating trustees. Any assets which shall be distributed in kind shall be valued at their fair market value as at the date of distribution.

Section 8.3 Distributions in Liquidation. Unless the partners otherwise agree in writing, in the event of the dissolution and liquidation of the Partnership for any reason, after the payment of or provision for creditors of the Partnership, the assets of the Partnership shall be distributed among the partners in the same proportions as the partners shall share in the net profits of the Partnership pursuant to the provisions of Section 4.1 of Article IV hereof.

ARTICLE IX

CERTAIN POWERS OF THE GENERAL PARTNERS

Section 9.1 Power of Attorney. Each Limited Partner agrees that, concurrently with the execution of these Articles, he does appoint the General Partners, and each of them, as his true and lawful attorney coupled with an interest, in his name, place and stead to sign, execute, acknowledge, swear to and file any and all documents which in the discretion of such attorney are required to be signed, executed, acknowledged, sworn to or filed by a Limited Partner to discharge the purposes of the Partnership as hereinabove stated, subject to the provisions of Article X hereof. Without limitation, among the documents which the General Partners may execute on behalf of each Limited Partner shall be a Certificate of Limited Partnership, all amendments thereto required by law or the provisions of these Articles and any other documents which may be required of the Partnership or

of the Limited Partners in Rhode Island or in any other state in which the Partnership elects to do business. Powers granted in this paragraph are calculated to effectuate the purposes of this Partnership, but shall not expand the rights of the General Partners; which shall be limited to those specifically set forth.

Section 9.2 Amendments. Each Limited Partner shall, concurrently with the execution of these Articles, appoint the General Partners, and each of them, as his true and lawful attorney coupled with an interest in his name, place and stead to amend these Articles of Limited Partnership in any respect other than: (1) to increase the required capital contributions of any existing Limited Partner; (2) to change the sharing of net profits or losses or Cash Flow of any existing Limited Partner; (3) to change Paragraphs 5.8, 7.3, 8.3, 9.2 or Article X, or (4) as otherwise specifically prohibited herein; provided, that no less than thirty (30) days prior to a proposed effective date of any such amendment, the General Partners shall mail to each partner a notice containing a verbatim statement of the proposed amendment and a statement that on the proposed effective date these Articles will be amended as proposed unless prior to such date partners entitled to twenty percent (20%) or more of the net profits or net losses of the Partnership after Payout shall notify the General Partners in writing of their objections to such amendment. Unless such objections are received prior to the proposed effective date, on or after the effective date of any amendment, the General Partners shall execute the proposed amendment on behalf of all partners. Notwithstanding anything to the contrary contained in this Section, these Articles other than X may be amended by the written consent of fifty percent (50%) of all partners, by Partnership interest, provided that such action does not result in treatment of the Limited Partnership as another type of entity pursuant to the Internal Revenue Code.

Section 9.3 Grant of Authority. The grant of authority set forth in Sections 9.1 and 9.2 hereof:

(a) Is a special power of attorney coupled with an interest, is irrevocable and shall survive the death of each Limited Partner;

(b) May be exercised by the General Partners for each Limited Partner by a facsimile signature or by listing the names of all of the Limited Partners executing any instrument with his single signature as attorney-in-fact for all of them; and

(c) Shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his interest in the Partnership, except that where the assignee has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling

the General Partners to execute, acknowledge and file any instrument necessary to effect such substitution.

ARTICLE X

RIGHTS AND OBLIGATIONS OF THE LIMITED PARTNERS

No Limited Partner shall be personally liable for any of the liabilities or obligations of the Partnership or any of the losses thereof beyond the amounts which he has contributed or has agreed to contribute to the capital of the Partnership, anything contrary therein expressed or implied notwithstanding. No Limited Partner shall be required to lend funds to the Partnership for any purpose. No Limited Partner as a Limited Partner shall take part in the management of the business or transact any business for the Partnership, and no Limited Partner shall have the power to sign for or to bind the Partnership. No Limited Partner shall be entitled to the return of his contribution except to the extent provided for in these Articles. Notwithstanding any other provisions herein contained, this Article may not be amended.

ARTICLE XI

INVESTMENT REPRESENTATIONS

Each Limited Partner hereby represents, warrants and agrees that he is acquiring his Partnership interest for his own account for investment only and not for the purpose of, or with a view to, the resale or distribution of all or any part thereof, nor with a view to selling or otherwise distributing said interest or any part thereof at any particular time or under any pre-determined circumstances. Each Limited Partner further represents and warrants that he is a sophisticated investor, able and accustomed to fending for himself in financial matters in general and in cable television investments in particular, that he is in a sufficient Federal income tax bracket that the burden of any loss which might be borne by the Partnership will be mitigated by substantial tax savings and that he has a sufficiently high net worth that he does not anticipate a need for the funds he has invested in what he understands to be a speculative and illiquid investment.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 Notices. All notices, offers or other communications required or permitted to be given pursuant to these Articles shall be in writing and shall be considered as properly given or made if mailed from within the United States by first class United States mail, postage prepaid, or by prepaid telegram

and addressed, if to the General Partners, to the address of the Partnership set forth in Section 1.2, and if to a Limited Partner, to the address set forth beneath such Limited Partner's signature to a counterpart of these Articles. Any Limited Partner may change his address by giving notice in writing stating his new address to the General Partners, and the General Partners may change their respective addresses by giving such notice to all Limited Partners. Commencing on the 11th day after the giving of such notice, such newly designated address shall be effective for purposes of all notices or other communications required or permitted to be given pursuant to these Articles.

Section 12.2 Successors. These Articles and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the General Partners, all Limited Partners, and their respective legal representatives, heirs, successors and assigns, except as expressly herein otherwise provided.

Section 12.3 Trustee Liability. When these Articles are executed by the Trustee of any trust, such execution is by the Trustee, not individually, but solely as Trustee in the exercise of and under the power and authority conferred upon and invested in such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on any such Trustee personally to pay any amounts required to be paid hereunder, or to perform any covenant, either express or implied, contained herein, all such liability, if any, being expressly waived by the parties hereto by their execution hereof. Any liability of any partner which is a trust to the Partnership or to any third person shall be only that of such trust to the full extent of its trust rebate and shall not be a personal liability of any trustee, grantor or beneficiary thereof.

Section 12.4 Status of Successor Trustee as Partners. Any successor Trustee or Trustees of any trust as a partner herein shall be entitled to exercise the same rights and privileges and be subject to the same duties and obligations as his predecessor Trustee. As used in these Articles, the term "Trustee" shall include any and all successor Trustees.

Section 12.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of these Articles or the application thereof to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the minimal extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of these Articles or the application of such provisions to other parties or circumstances.

Section 12.6 Pronouns and Headings. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof whenever the context and facts require such construction. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

Section 12.7 Waiver. No delay or omission of any party hereto to exercise rights under these Articles shall impair any right or power or shall be construed to be a waiver of any default or acquiescence therein. No waiver of any default shall be construed, taken or held to be a waiver of any other default, or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

Section 12.8 Effect and Interpretation. These Articles will be construed in conformity with the laws of the State of Rhode Island. It is agreed that the parties hereto intend to form a Limited Partnership hereby but, in the event that the General Partners shall fail to substantially comply with the requirements for the formation of a Limited Partnership under the laws of the State of Rhode Island, the Partnership shall be administered pursuant to the provisions of the Uniform Limited Partnership Act of the State of Rhode Island as if it were a limited partnership.

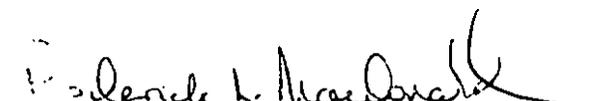
Section 12.9 Counterparts. These Articles may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 12.10 Entire Agreement. These Articles contain the entire understanding among the partners and supersede any prior understandings and/or written or oral agreements among them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of these Articles which are not fully expressed herein.

Section 12.11 Signature Page. The undersigned being a Limited Partner of the Partnership to which the attached Articles of Limited Partnership of Coastal Cablevision Associates pertain, hereby agrees to all of the terms and provisions thereof. The undersigned further constitutes and appoints the General Partners, and each of them, the true and lawful agent(s) and attorney(s)-in-fact of the undersigned as provided in Article IX of these Articles. The Power of Attorney hereby granted shall be deemed to be coupled with an interest and shall be irrevocable and survive the death and legal incapacity of the undersigned.

GENERAL PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, General Partner, has hereunto set his hand this 29th day of January, 1982.


Roderick L. Macdonald

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

In Boston on the 29th day of January, 1982 before me appeared Roderick L. Macdonald to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument to be his free act and deed.


Notary Public

My Commission expires: 12/10/87

General Partner's Signature Page

In witness whereof, the undersigned General Partner has hereunder set his hand as of the 28th day of January, 1982.

Notary Public Richard D. Hopkinson Date Jan. 28, 1982

Address _____

Commission Expiration Date July 1, 82

Angus Lett Macdonald

Angus Lett Macdonald

County Montgomery

1/28/82
Date

State Maryland

GENERAL PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned General Partner has hereunto set his hand this 29th day of January, 1982.


Georgina Macdonald

State of RHODE ISLAND
County of PROVIDENCE

Signed and sworn to before me this 29th day of January, 1982.


Notary Public

VINCENT T. IZZO, JR.
My Commission Expires June 30, 1986

GENERAL PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned General Partner has hereunto set his hand this 29th day of January, 1982.

Macdonald Trust No. 4
By its Trustees

Roderick Lett Macdonald



Georgina Macdonald

State of RHODE ISLAND
County of PROVIDENCE

Signed and sworn to before me this 29th day of January, 1982.



Notary Public

VINCENT T. IZZO, JR.
My Commission Expires June 30, 1986

GENERAL PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, General Partner, has hereunto set his hand this 29th day of January, 1982.

Macdonald Trust #4 by its Trustee

By: Roderick H. Macdonald, Trustee

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

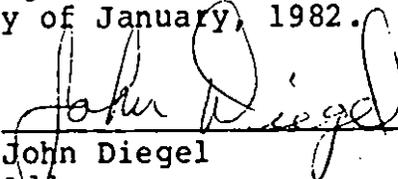
In Boston on the 29th day of January, 1982 before me personally appeared the above-named trustee to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed individually and in said capacity.

Patricia J. Peters
Notary Public

My Commission Expires: 12/10/87

LIMITED PARTNER SIGNATURE PAGE

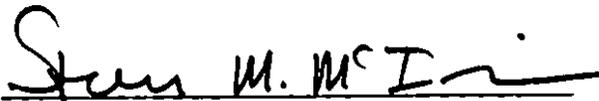
IN WITNESS WHEREOF, the undersigned Limited Partner has hereunto set his hand this 29th day of January, 1982.



John Diegel
Address: Brookside Road
Great Barrington, MA

State of
County of

Subscribed and sworn to before me this 29th day of January, 1982.



Notary Public

STEVEN M. McINNIS
My Commission Expires June 30, 1986

EXHIBIT A

COASTAL CABLEVISION ASSOCIATES

The following sets forth the partnerships subscribed to by each Partner and his interest in the Partnership.

<u>NAME</u>	<u>TYPE</u>	<u>PERCENTAGE</u>	<u>CAPITAL CONTRIBUTION</u>
Roderick Lett Macdonald	General	16%	\$160.00
Angus Lett Macdonald	General	16%	\$160.00
Georgina Macdonald	General	16%	\$160.00
Macdonald Trust No. 4	General	2%	\$ 36.00
John Diegel	Limited	10%	\$ 10.00
Reserved for future Limited Partners	Limited	40%	- 0 -

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JAN 29 1982

W

COASTAL CABLE TV, INC. Debtor-in-Possession
P.O. Box 300
Bristol, Rhode Island 02903

January 29, 1982

Coastal Cable Vision Associates
Poppasquash Road
Bristol, Rhode Island 02903

Gentlemen:

The undersigned, Coastal Cable TV, Inc. Debtor-in-Possession hereby consents to the use of the name "Coastal Cable Vision Associates" in connection with the organization of Rhode Island limited partnership.

Jem

Very truly yours,

COASTAL CABLE TV, INC. Debtor-in-Possession

James E. Macdonald, Jr.

(James E. Macdonald, Jr.)

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence on this 29th day of January, 1982 before me appeared James E. Macdonald, Jr. and acknowledged the above to be his free act and deed and the free act and deed of Coastal Cable TV, Inc. Debtor-in-Possession.

Steven M. McInnis

Notary Public

STEVEN M. McINNIS
My Commission Expires June 30, 1986