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April 19, 1993

Federal Communications Commission
1919 M. Street, N.W.
Washington, DC 20554

Attention: TV Branch

RE: WHCT-TV Channel 18, Hartford, CT

Gentlemen:

As you know, I am the duly appointed, qualified and acting Trustee of the estate of Astroline Communications Company Limited Partnership and the holder of the license for WHCT-TV Channel 18, Hartford, Connecticut.

The commission has, on five occasions to date, granted the Trustee's requests for special temporary authority to remain dark pursuant to section 73.1740 of the Commission's Rules. On March 24, 1992, I requested an extension until July 17, 1992 and on June 26, 1992, I also requested another extension for authority to remain dark until November 4, 1992. On October 9, 1992, I once again requested a further extension for authority to remain dark until January 15, 1993, and on December 28, 1992, I requested a further extension to remain dark until April 15, 1993. On March 18, 1993, I again requested authority to remain dark until July 14, 1993. On or about March 15, 1993, the Commission extended the Trustee's authority for station WHCT-TV to remain dark until April 28, 1993.

The Trustee has received an offer from Two If By Sea Broadcasting Co., 22720 S.E. 410th Street, Enumclaw, WA 98022, for TIBS or its designee to purchase whatever right, title or

interest the Trustee has in a Lease of the television broadcast tower site located on 376 Deercliff Road, Avon, Connecticut, and to purchase whatever right, title and interest the Trustee has in the television broadcast license of WHCT-TV and two private operational fixed microwave radio station licenses: Call Sign WNER693-60 Washington Street, Hartford, CT and Call Sign WNER694-18 Garden Street, Hartford, CT (hereinafter referred to as "OFS Licenses"), for a total purchase price of Two Hundred Fifty Thousand (\$250,000) dollars payable in two \$25,000 payments and a final \$200,000.00 payment, pursuant to the terms and conditions of a Purchase and Assignment Agreement dated March 19, 1993 and attached hereto.

On March 18, 1993, the Trustee filed in the Bankruptcy Court a motion for approval of assumption and assignment of the Lease to TIBS and notice of his intent to sell whatever right, title or interest the Trustee has in the aforesaid Lease, the WHCT-TV License, and the OFS Licenses to TIBS or its designee or to the highest bidder for same. A total of four objections were filed against the Trustee's sale by Astroline Connecticut, Inc., Robert and Martha Rose, Alan Shurberg d/b/a Shurberg Broadcasting, and Milton Hathaway. Alan Shurberg d/b/a Shurberg Broadcasting also filed an opposing bid for the aforementioned assets with the Trustee and the Court. On or about March 30, 1993, Robert and Martha Rose filed an objection to the Trustee's Notice of Sale alleging that they have a security interest in the Lease. The Trustee has filed a Motion to Assign Lease Free and Clear of Liens on April 13, 1993, and has filed a Complaint against the Roses seeking to avoid their alleged lien as a preference or fraudulent conveyance. Astroline Connecticut, Inc. has also filed a motion seeking to compel the Trustee to reject the Lease of the tower site.

A Bankruptcy Court hearing was scheduled for April 14, 1993 on the motions and objections involving the Trustee's sale. After two days of testimony and argument, the Honorable Robert L. Krechevsky, Chief Bankruptcy Judge for the District of Connecticut, entered a partial ruling granting the Trustee authority to assume the Lease of 376 Deercliff Road pursuant to 11 U.S.C. § 365. The Court continued the hearing and scheduled April 22, 1993 @ 11:00 a.m. as a scheduling hearing where the date and time for the resumption of the hearing on the the Trustee's sale will be set.

It is doubtful that the Trustee's sale of whatever right, title and interest the Trustee has in the Lease and the WHCT-TV Licenses will be resolved by April 28, 1993. Furthermore, it will be necessary for the potential purchaser to proceed with the assignment of the License and, therefore, the Trustee is requesting a further extension of time to remain dark.

Therefore, in order to effectuate a sale of the estate's assets for their maximum value, the Trustee requests that the Commission further extend the special temporary authority to remain dark for an additional one hundred twenty (120) days after April 28, 1993, that is, until August 26, 1993 to provide the trustee with sufficient time to complete a sale of the estate's assets and to assign the estate's interest in the License.

Thank you for your attention in this matter.

Very truly yours,



Martin W. Hoffman
Trustee in Bankruptcy
Attorney for the Trustee

MWH/wjo

cc: **Emma Mebane**
Clay C. Pendarvis
Harry F. Cole

LWJ

PURCHASE AND ASSIGNMENT AGREEMENT

Purchase and Assignment Agreement ("Agreement"), by and between Two If By Sea Broadcasting Corporation ("TIBS"), a Delaware corporation, and Martin W. Hoffman, Trustee in bankruptcy for Astroline Communications Company Limited Partnership, Debtor ("Astroline").

WITNESSETH

WHEREAS, Astroline is the Licensee of television broadcast station WHCT-TV, Hartford, Connecticut ("WHCT-TV") and of private operational fixed microwave stations WNER693 and WNER694, in Hartford, Connecticut (the "OFS Licenses"); and

WHEREAS, Astroline is the Lessee of certain real property located on Deercliff Road in Avon and West Hartford, Connecticut, pursuant to a Lease from Astroline Connecticut, Inc. (the "Lease"); and

WHEREAS, Astroline is in a Chapter 7 bankruptcy proceeding in the U.S. Bankruptcy Court for the District of Connecticut, Case No. 88-21124, and Martin W. Hoffman ("Trustee") is the duly appointed, qualified and acting Trustee of the Astroline Estate; and

WHEREAS, TIBS wishes to obtain whatever rights, title and interest the Trustee has in the Lease and the license of WHCT-TV (the "WHCT-TV License") and the OFS Licenses, and the Trustee wishes to assign, transfer or otherwise convey whatever right, title and interest the Trustee has in said Lease and Licenses to TIBS; and

WHEREAS, the approval of the Bankruptcy Court ("Court") is necessary before the contemplated assumption and assignment, transfer, or conveyance of the Lease may be accomplished; and

WHEREAS, the approval of the Court and of the Federal Communications Commission ("FCC") is necessary before the contemplated assignments, transfers or conveyances of the WHCT-TV License and OFS Licenses may be accomplished; and

W.P.

WHEREAS, a Notice of Sale of the proposed assignment to TIBS of whatever right, title and interest the Trustee has in the Lease, WHCT-TV License, and OFS Licenses has to be filed with the Court and sent to all creditors and other interested parties. A hearing shall be held if any person objects to the sale or wishes to make a higher offer than TIBS; and

WHEREAS, pursuant to the terms of the Notice of Sale to be filed with the Bankruptcy Court, any person wishing to make a higher offer for whatever right, title and interest the Trustee has in the Lease, WHCT-TV License, and OFS Licenses can notify the Trustee and the Court whereby the Trustee shall hold an auction at the Court at the time designated in the Notice of Sale, and the Lease and Licenses shall be sold to the highest bidder.

NOW, THEREFORE, the Trustee and TIBS, in consideration of the mutual promises hereinafter set forth, do hereby agree as follows:

1. Assets Purchased.

The Trustee agrees to assume the Lease subject to Court approval and to sell and assign to TIBS whatever rights the Trustee has in the Lease, the WHCT-TV License, and the OFS Licenses, and TIBS agrees to purchase and acquire from the Trustee whatever right, title and interest the Trustee has in the Lease, the WHCT-TV License, and the OFS Licenses.

2. Consideration.

Consideration paid to the Trustee by TIBS for the assets identified in paragraph 1 hereof shall be Two Hundred Fifty Thousand (\$250,000.00) Dollars, or such higher bid (if any) in the event of an auction, payable as follows:

- a. An initial deposit of Twenty Five Thousand (\$25,000.00) Dollars shall be paid by TIBS to the Trustee upon the Trustee's submission of a motion to the court requesting approval of the assumption and assignment of the Lease, which sum shall be refundable if TIBS is outbid at any auction pursuant to the Notice of Sale or if the Trustee fails to obtain Court approval of the assumption and assignment of the Lease, but which in all other events shall be non-refundable.

b. After Court approval of the Trustee's proposed assumption and assignment of whatever right, title and interest the Trustee has in the Lease, TIBS shall pay Twenty Five Thousand (\$25,000.00) Dollars (or such higher bid) to the Trustee, which sum is in addition to the initial deposit of \$25,000.00, for a total purchase price of Fifty Thousand (\$50,000.00) Dollars (or such higher bid) for whatever right, title and interest the Trustee has in the Lease, and the Trustee shall assign whatever right, title and interest the Trustee has in the Lease to TIBS. The aforementioned transaction is not subject to or conditioned upon TIBS receiving FCC approval of the assignment of whatever right, title and interest the Trustee has in the WHCT-TV License or the OFS Licenses to TIBS. The aforementioned transaction shall be held on the date and location specified in paragraph 4 herein.

c. After final FCC approval of the Trustee's proposed assignment of whatever right, title and interest the Trustee has in the WHCT-TV License, TIBS shall pay Two Hundred Thousand (\$200,000) Dollars (or such higher bid) to the Trustee for whatever right, title and interest the Trustee has in the WHCT-TV License and the OFS Licenses, and the Trustee shall assign whatever right, title and interest he has in the WHCT-TV License and the OFS Licenses to TIBS. The aforementioned transaction shall be held on the date and location specified in paragraph 4 herein.

3. Consents.

a. The assumption and assignment of whatever right, title and interest the Trustee has in the Lease to TIBS is subject to the prior approval of the Court and subject to being outbid at any auction held pursuant to the terms of the Notice of Sale.

b. The assignments of whatever right, title and interest the Trustee has in the WHCT-TV License and the OFS Licenses are subject to the prior approval of the Court and of the FCC and subject to being outbid at any auction held pursuant to the terms of the Notice of Sale. TIBS shall, within five (5) days after the execution of this Agreement, prepare and file applications requesting the

consent of the FCC to the assignment of the WHCT-TV License and the OFS Licenses from the Trustee to TIBS. The Trustee and TIBS thereafter will take all measures reasonably necessary to obtain the prompt approval of such applications by the FCC and shall promptly provide any information requested by the FCC in connection with such applications.

4. Closings and Contingencies.

a. Pursuant to the terms of the Notice of Sale to be filed with the Bankruptcy Court, any person wishing to make a higher offer for whatever right, title and interest the Trustee has in the Lease, WHCT-TV License, and OFS Licenses can notify the Trustee and the Court whereby the Trustee shall hold an auction at the Court at the time designated in the Notice of Sale. In the event that TIBS or its designee is outbid at such auction, the Closings herein shall not take place, TIBS shall be under no obligation to purchase the Lease, WHCT-TV License, and OFS Licenses from the Trustee, and the Trustee shall be under no obligation to assign or otherwise transfer the Lease, WHCT-TV License, and OFS Licenses to TIBS.

b. In the event TIBS is the purchaser or highest bidder, the Trustee will assign whatever right, title and interest he has in the Lease to TIBS, and TIBS will pay the consideration for such assignment, at a Closing of the Lease Assignment to be held ten (10) days after the Court grants approval of the assumption and assignment of whatever right, title and interest the Trustee has in the Lease to TIBS. In the event that the tenth (10th) day falls upon a weekend, the Closing shall take place on the next following business day. Such Closing will be held at 10:00 a.m. at the Offices of the Trustee, or at such other time and place as may be agreed upon by the parties. The Closing of the Lease Assignment is not contingent upon the approval of the FCC and shall take place whether or not the FCC approves any application filed in connection with this Agreement.

c. In the event TIBS is the purchaser or highest bidder, the Trustee will assign whatever right, title and interest he has in the WHCT-TV License and the OFS Licenses to TIBS, and TIBS shall pay the consideration for such

assignments, at a Closing to be held ten (10) days after final FCC approval of the assignment of whatever right, title and interest the Trustee has in the WHCT-TV License. In the event that the FCC does not approve the proposed assignment of whatever right, title and interest the Trustee has in the OFS Licenses to TIBS, the consideration to be paid to the Trustee by TIBS shall not be diminished. In the event the the FCC does not approve of the proposed assignment of whatever right, title and interest the Trustee has in the WHCT-TV License, TIBS will be under no obligation to acquire the OFS Licenses. In the event that the tenth (10th) day falls upon a weekend, the Closing shall take place on the next following business day. Such Closing will be held at 10:00 a.m. at the Offices of the Trustee, or at such other time and place as may be agreed upon by the parties.

d. In the event that the proposed assignment of whatever right, title and interest the Trustee has in the OFS License to TIBS is approved by the FCC after the Closing of the assignment of whatever right, title and interest the Trustee has in the WHCT-TV License, the Trustee shall assign whatever right, title and interest the Trustee has in the OFS License to TIBS at a time and place which is mutually agreed upon by the parties.

5. No Warranties or Representations by The Trustee.

The Trustee makes no representation or warranties whatsoever with respect to the existing and continuing validity and effectiveness of the Lease, the WHCT-TV License, and the OFS Licenses.

6. Warranties of TIBS.

a. TIBS is a corporation in good standing under the laws of the State of Delaware, and has full corporate power and authority to carry on the business now conducted by it. TIBS has full power and authority to enter into this Agreement, and the execution, delivery and consummation of this Agreement have been duly authorized by all necessary corporate action on its part.

b. TIBS is aware of no facts which would cause the Court or the FCC to conclude that TIBS does not possess the

requisite legal, technical, and financial qualifications to acquire the Lease and Licenses which are the subjects of this Agreement.

7. Fees.

TIBS shall pay all FCC filing fees which must be filed in connection with the applications contemplated by this Agreement.

8. Benefit.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

9. Entire Agreement.

This Agreement embodies the entire agreement and understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relative to the subject matter hereof. There are no warranties, express or implied, except as herein expressly set forth. No amendment and no waiver of compliance with any provision or conditions hereof will be effective unless evidenced by an instrument in writing.

10. Headings.

Paragraph captions herein are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

11. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

12. Counterparts and Effective Date.

This Agreement may be signed in counterpart, all of which together shall constitute one and the same instrument. This Agreement will become effective on the date that the last signed counterpart is executed.

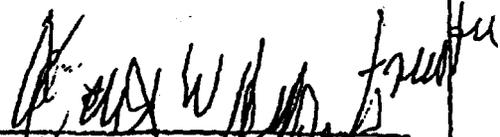
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below:

TWO IF BY SEA
BROADCASTING CORPORATION

By 
President

Dated: March 18, 1993

MARTIN W. HOFFMAN,
TRUSTEE IN BANKRUPTCY OF
ASTROLINE COMMUNICATIONS
COMPANY LIMITED
PARTNERSHIP, DEBTOR

By 
Martin W. Hoffman
Trustee

Dated: 3/17/1993