

ORIGINAL

BEFORE THE

FEDERAL COMMUNICATIONS COMMISSION

WASHINGTON, DC 20554

RECEIVED
MAY 29 1997
Federal Communications Commission
Office of Secretary

In re Applications of)
)
Martin W. Hoffman, Trustee-in-Bankruptcy)
for Astroline Communications Company)
Limited Partnership)
)
For Renewal of License of)
Station WHCT-TV, Hartford, Connecticut)
)
and)
)
Shurberg Broadcasting of Hartford)
)
For Construction Permit for a New)
Television Station to Operate on)
Channel 18, Hartford, Connecticut)

MM Docket No. 97-128

File No. BRCT-881201LG

File No. BPCT-831202KF

TO: The Honorable John M. Frysiak
Administrative Law Judge

PETITION FOR LEAVE TO INTERVENE

Two If By Sea Broadcasting Corporation ("TIBS"), by its attorneys, hereby petitions for leave to intervene in the above-captioned proceeding pursuant to the Communications Act of 1934, as amended, 47 U.S.C.A. §309(e) (1991), the Administrative Procedure Act, 5 U.S.C.A. §554(c) (1996), and §1.223 of the Commission's Rules, 47 C.F.R. §1.223 (1991).

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I. This Petition is Timely

1. Petitions to intervene must be filed with the Commission within 30 days following the publication of the notice of hearing in the Federal Register. 47 C.F.R. §1.223. As of May 28, 1997, no summary had been published, and this Petition therefore is timely.

II. TIBS is a Party in Interest and May Intervene as of Right Pursuant to §1.223(a)

2. By its Memorandum Opinion and Order and Hearing Designation Order, FCC 97-146, released April 28, 1997 (the "HDO"), the Commission designated for hearing the application for renewal of license of television station WHCT-TV, Channel 18, Hartford, Connecticut. The licensee of WHCT-TV is Martin W. Hoffman, Trustee-in-Bankruptcy for Astroline Communications Company Limited Partnership. (Hereafter, Mr. Hoffman will be referred to as the "Trustee," and Astroline Communications Company Limited Partnership will be referred to as "Astroline.")

3. The Commission authorized the involuntary assignment of the WHCT-TV license to the Trustee on May 24, 1991, after the bankruptcy of Astroline, the prior licensee, was converted from Chapter 11 to Chapter 7. The Trustee's obligation is to dispose of the Estate's assets to the benefit of its creditors, and the Trustee's objective has been to sell the Estate's interest in the television station. Consequently, TIBS and the Trustee entered into a Purchase and Assignment Agreement (the "Purchase Agreement"). See Exhibit 1. The United States Bankruptcy Court, District of Connecticut (the "Bankruptcy Court"), approved the Purchase Agreement on June 8, 1993. See Exhibit 2. On September 22, 1993, TIBS and the Trustee filed an application for Commission consent to that assignment, a copy of which is attached hereto as Exhibit 3, and that application was accepted for filing on October 4, 1993 (File No. BALCT-930922KE). On December

31, 1996, the Bankruptcy Court reaffirmed its authorization for the Trustee to assign the station to TIBS. See Exhibit 4.

4. The Trustee's application for renewal of license, to which the instant proceeding pertains (File No. BRCT-881201LG), is subject to a competing application filed by Shurberg Broadcasting of Hartford ("SBH"). On November 3, 1993, SBH filed a petition to dismiss or deny the Trustee's applications for renewal and assignment of the license to TIBS. The HDO partially granted SBH's petition and designated the renewal application for hearing on issues pertaining to alleged misconduct by Astroline. If the Trustee's application for renewal of license is denied as a result of this proceeding, the assignment to TIBS would be foreclosed.

5. The Communications Act of 1934, as amended, the Administrative Procedure Act, and the Commission's regulations grant the right to intervene to entities that can demonstrate sufficient interest in the proceedings. 47 U.S.C. §309(e) ("the applicant and all other parties in interest shall be permitted to participate" in a hearing); 5 U.S.C. §554(c) (in agency adjudications, the "agency shall give all interested parties opportunity for ... the submission and consideration of facts [and] arguments ... when time, the nature of the proceeding, and the public interest permit"); 47 C.F.R. §1.223(a) (a petition to intervene should be granted when a party establishes its status as a "party in interest").

6. A definite economic interest in a licensee's viability makes an entity a party in interest that can intervene as of right. For example, in Image Radio, Inc., 12 RR 2d 671 (ALJ 1968), aff'd 13 FCC 2d 59 (Rev. Bd. 1968), the Hearing Examiner determined that secured creditors of the licensee in a renewal proceeding had an economic interest in seeing the license renewed, and that the creditors therefore had the right to intervene. See also Minnesota Microwave, Inc., 1 RR 2d 928,

929 (¶2) (Rev. Bd. 1964) (current customer of microwave service could intervene as of right in licensee's contested renewal proceeding because a denial of the renewal would result in "a direct and substantial economic injury"); cf. FCC v. Sanders Bros. Radio Station, 309 U.S. 470 (1940) (party that demonstrated economic interest in result, and had thereby intervened in proceeding, had standing to appeal the Commission's decision on grant of construction permit for radio station). TIBS' position as the proposed assignee of WHCT-TV establishes a comparable interest. Pine Tree Media, Inc., 75 RR 2d 477, 481 (¶13) (Rev. Bd. 1994) (where an HDO called for licensee or its successors or assigns to participate in a renewal hearing, an alleged assignee's "investment in the station ... establishe[d] a direct economic interest in the outcome of the proceeding").

7. TIBS, as the proposed assignee of the WHCT-TV license, has a direct, definite, and substantial economic interest in the outcome of the renewal hearing, and it therefore has a right to intervene in this proceeding. TIBS has entered into the Purchase Agreement to acquire the station, and the Bankruptcy Court has twice approved that transaction. See Exhibits 1, 2 and 4. TIBS and the Trustee have duly filed with the Commission an application for assignment of the WHCT-TV license. See Exhibit 3. Moreover, TIBS has directed extensive efforts towards a successful assignment. In accordance with the Bankruptcy Court's June 8, 1993 Order, TIBS paid more than \$90,000.00 for the assignment of the tower site lease and real property taxes due on the land covered by that lease. See Exhibit 2. On December 31, 1996, the Bankruptcy Court authorized a substantial increase in the consideration owed by TIBS for the purchase of the station. See Exhibit 4. TIBS has spent considerable resources on efforts before the Commission and the Court of Appeals to obtain approval of the application for assignment of license. See Exhibit 5.

8. The current proceeding may determine whether TIBS will realize -- or lose -- its substantial investment. If the Trustee's license is not renewed, the years of effort and extensive resources that TIBS has spent and its opportunity to own the station will evaporate. TIBS has a right to intervene in order to protect its interest in the Trustee's renewal.¹

III. Alternatively, TIBS Should be Permitted to Intervene Under §1.223(b)

9. Assuming *arguendo* that TIBS could not intervene as of right under §1.223(a) of the rules, it nevertheless should be permitted to intervene pursuant to Section 1.223(b). See 47 C.F.R. §1.223(b). Under that provision, an interested party "must show how such petitioner's participation will assist the Commission in the determination of the issues in question, must set forth any proposed issues in addition to those already designated for hearing, and must be accompanied by the affidavit of a person with knowledge as to the facts set forth in the petition." *Id.*

10. TIBS can play a substantial role in the adjudication of the Trustee's license renewal application. As the proposed assignee of the station, TIBS has a vested interest in defending the application for renewal and offers the promise of additional vigilance in the development of the record on which the final determination will be based. Northwest Broadcasting, 7 RR2d 850, 851 (¶4) (ALJ 1966) (entities can qualify as intervenors if, "because they have a legitimate and genuine interest,

¹The Commission's silence as to TIBS' participation does not preclude TIBS' right to intervene. Spanish International Broadcasting Co. v. FCC, 385 F.2d 615, 625-626 (D.C. Cir. 1967) (where the Commission stated in the HDO that it would not make appellant a party to the hearing, but did not determine whether appellant was a party in interest, appellant had the right to petition to intervene as a party in interest); Atlantic Broadcasting Co., 5 FCC 2d 717, 720-21 (¶10) (1966) ("where the designation order contains no reasoned analysis with respect to the merits of that particular matter, the subordinate official should make such an analysis and rule on the merits of the petition").

[they] give promise of helping to develop the evidence from which judgments can better be made on where the public interest lies”). As stated in Image Radio, *supra* (in the context of intervention as of right):

[P]etitioners’ normal interest in protecting the value of their security is an indication that they would be vigilant and helpful in the renewal case.... [T]hey could reasonably be expected to participate with a view to maintaining their security, if not by presenting evidence, then perhaps by cross-examination or even merely by objections to testimony.

12 RR2d at 672-73 (¶3) (footnote omitted). As detailed in Section II above, Image Radio dealt with secured creditors of a licensee whose license renewal was contested. The Hearing Examiner found, and the Review Board affirmed, that the risk of losing their investment in the station created a clear incentive for the petitioners to take an active role in defending the renewal application. *Id.* TIBS’ investment in obtaining the license for WHCT-TV similarly ensures that it will take an aggressive role in the upcoming hearing, helping to bring relevant facts to light. The public interest is advanced by such participation.

11. TIBS not only has the incentive to defend the license renewal, it is in a unique position to do so. The licensee is the Trustee in bankruptcy for Astroline, and is not in a position to readily explain the alleged misconduct. Whereas a typical renewal applicant has first-hand knowledge of the conduct in question, here the Trustee is being called to answer for the alleged misdeeds of another.

As the United States Court of Appeals has stated in a similar context:

Assigning a license to a receiver in bankruptcy, and thereafter refusing to renew that license solely on the basis of the previous misconduct of the involuntary assignor, presents some logistical difficulties. In the normal case, the receiver will in no way be associated with the previous misdeeds of the bankrupt involuntary assignor. And, if the renewal issue is framed in terms of the assignor’s misdoings, the receiver will not be ideally situated to gather adequate information to attempt to prove the case for license renewal. Thus, the manner in which the agency has framed the issue virtually

assures that it will receive only very limited adversarial development of the underlying facts.

LaRose v. FCC, 494 F.2d 1145, 1146 n.2 (D.C. Cir. 1974). Such “limited adversarial development” is clearly adverse to the public interest, and TIBS’ vigorous participation will aid the Commission in developing the facts necessary to a proper determination of the merits of the renewal application.

12. In addition, the Commission cannot rely on Astroline to assist in the development of a proper record. Astroline went into bankruptcy years ago, and neither it nor the principals comprising it have participated in the Commission proceedings since the Trustee was appointed in 1991. In the time that SBH’s allegations have been pending before the Commission and the Court of Appeals, Astroline as an entity (assuming that it still exists as such) has not responded to any of SBH’s allegations, and may not even have been notified of them. As of May 28, 1997, Astroline had not even entered an appearance in *this* proceeding. Furthermore, those principals of Astroline who intervene would not necessarily have the same interests as TIBS. Those principals no longer have a proprietary interest in the station, and their primary focus is likely to be on their individual interests, conduct, and reputation. That focus may or may not equate to defending the Trustee’s renewal. Participating in the defense of that renewal is TIBS’ only interest.

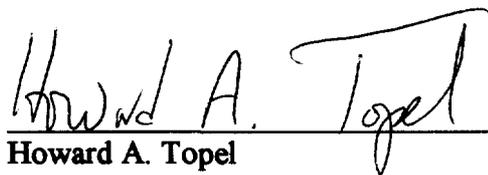
14. Thus, TIBS is in a unique position in this proceeding. TIBS’ interest in obtaining the station guarantees that it will be aggressive and thorough in the examination of Astroline’s past conduct for purposes of the renewal. Without TIBS’ involvement, the Commission cannot be guaranteed of a full exploration of the designated renewal issues.

IV. Conclusion

Thus, for the reasons shown above, TIBS' Petition to Intervene should be granted as of right or, in the alternative, TIBS should be permitted to intervene in order to assist in the full development of the record in furtherance of the public interest.

Respectfully submitted,

TWO IF BY SEA BROADCASTING CORPORATION

By: 
Howard A. Topel
Joshua W. Resnik

Fleischman and Walsh, L.L.P.
1400 Sixteenth Street, N.W.
Washington, D.C. 20036
(202) 939-7900

Its Attorneys

May 29, 1997

EXHIBIT 1

5-11-73

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

M.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.

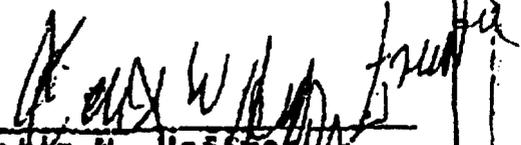
This Agreement may be signed in counterpart, all of which together shall constitute one and the same instrument. This Agreement will become effective on the date that the last signed counterpart is executed.

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

TWO IF BY SEA
BROADCASTING CORPORATION

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

By 
President

By 
Martin W. Hoffman,
Trustee

Dated: March 18, 1993

Dated: 3/18/1993

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

IN THE MATTER OF:

CHAPTER 7 PROCEEDING

ASTROLINE COMMUNICATIONS COMPANY
LIMITED PARTNERSHIP,

CASE NO. 88-21124

DEBTOR

ORDER

Upon the Trustee's Motion for Approval of Assumption and Assignment of Non-Residential Real Property Lease, the Notice of Private Sale and Opportunity to make Higher Offer, and the Amended Motion to Assign Lease Free and Clear of Liens and Other Interests having been presented to the Court, and after notice and hearing, and after an auction held pursuant to the Notice of Private Sale and Opportunity to make Higher Offer held in the Bankruptcy Court, 450 Main Street, Hartford, Connecticut on May 19, 1993 where Two if By Sea Broadcasting Corporation was the successful bidder, it is

ORDERED that Martin W. Hoffman, Trustee, shall assume the Lease dated October, 1986 by and between the Debtor, Astroline Communications Company Limited Partnership, as Lessee and Astroline Connecticut, Inc., as lessor, of real property located at 376 Deercliff Road, Avon and West Hartford,

Connecticut and cure the Lease default by payment of the real estate taxes on 376 Deercliff Road due the towns of Avon and West Hartford under the Lease in the amount of \$43,371.45; and it is further

ORDERED that Martin W. Hoffman, Trustee, be and hereby is authorized to assign the right, title and interest of the estate under said Lease to Two If By Sea Broadcasting Corporation for \$50,000.00 plus the payment by Two if By Sea Broadcasting Corporation of the real estate taxes on 376 Deercliff Road due the towns of Avon and West Hartford in the amount of \$43,371.45 under the Lease and upon the other terms and conditions of the Purchase and Assignment Agreement on file with the Court, and it is further

ORDERED that the assignment of the right, title and interest the Trustee has in said Lease shall be free and clear of all liens and interests of Robert & Martha Rose, Astroline Company and Astroline Company, Inc., with the liens and interests, to the extent valid, attaching to the \$50,000.00 proceeds, and it is further

ORDERED that Martin W. Hoffman, Trustee, be and hereby is authorized to assign the right, title and interest the Trustee has in the WHCT-TV Television Broadcast License and the OFS Licenses to Two if By Sea Broadcasting Corporation for \$210,000.00 after final approval by the Federal Communications Commission of the Trustee's proposed assignment of the right, title and interest the Trustee has in the WHCT-TV Television Broadcast License and the two OFS Licenses to Two if By Sea Broadcasting Corporation, and upon payment of \$210,000.00 by Two if by Sea Broadcasting Corporation to the Trustee, and upon the other terms and conditions of the Purchase and Assignment Agreement on file with the Court

Dated at Hartford, Connecticut this 8 day of June, 1993.

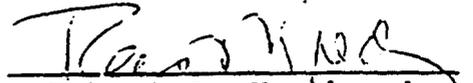

Robert L. Krechevsky
Chief Bankruptcy Judge

EXHIBIT 3

LAW OFFICES
BROWN NIETERT & KAUFMAN, CHARTERED
SUITE 660
1920 N STREET, N.W.
WASHINGTON, D.C. 20036

TEL (202) 887-0600
FAX (202) 457-0126

September 21, 1993

William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Re: WHCT-TV
Hartford, Connecticut

Dear Mr. Caton:

On behalf of Two If By Sea Broadcasting Corp. and Martin W. Hoffman, Trustee in Bankruptcy, there are submitted herewith, on FCC Form 314, an original and two copies of their application to assign the license of Station WHCT-TV, Hartford, Connecticut, to Two If By Sea Broadcasting Corp. A check for \$565.00 made payable to the Commission also is enclosed, as the requisite filing fee.

In the event of an inquiry concerning the assignor's portion of the application, please contact:

Martin W. Hoffman, Esq.
50 Columbus Boulevard
Hartford, Connecticut 06106
(203) 525-4287

In the event of an inquiry concerning the assignee's portion of the application, please contact the undersigned.

Very truly yours,


Eric S. Kravetz

ESK/tah

Enclosures

F:\ESK\LTR\0921WHCT.WFC

FOR
 FCC
 USE
 ONLY

FCC/MELLON SEP 22 1993

APPLICATION FOR CONSENT TO
 ASSIGNMENT OF BROADCAST STATION
 CONSTRUCTION PERMIT OR LICENSE

(Please read instructions before completing this form.)

FOR MASS MEDIA BUREAU USE ONLY

FILE NO. BALCT-930922KE

Section I - GENERAL INFORMATION

1. APPLICANT NAME
 TWO IF BY SEA BROADCASTING CORPORATION

MALING ADDRESS (Line 1) (Maximum 35 characters)
 22720 SE 410TH STREET

MALING ADDRESS (Line 2) (if required) (Maximum 35 characters)

CITY ENUMCLAW	STATE OR COUNTRY (if foreign address) WA	ZIP CODE 98022
PHONE NUMBER (include area code) (206) 825-1099	CALL LETTERS WHCT	OTHER FCC IDENTIFIER (F APPLICABLE)

F MAILING THIS APPLICATION, SEE INSTRUCTIONS FOR SECTION 1

2. A. Is a fee submitted with this application? Yes No

B. If No, select the appropriate box to indicate reason for fee exemption (see 47 C.F.R. Section 1.1112) or reason a fee is not applicable and go to Question 3.

Governmental Entity Noncommercial educational licensee Other (Please explain):

C. If item 2.A. is Yes, provide the following information:

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in the "Mass Media Services Fee Filing Guide." Column (B) lists the Fee Multiple applicable for this application. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number listed in Column (B).

(A) FEE TYPE CODE	(B) FEE MULTIPLE (if required)	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY
(1) M P T		\$ 565	
(2)		\$	

ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (2), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.

TOTAL AMOUNT REMITTED WITH THIS APPLICATION	FOR FCC USE ONLY
\$ 565	

Name of Assignor Case # 88-21124 Martin W. Hoffman Trustee in Bankruptcy of Astroline Communications Co., Limited Partnership	Street Address 50 Columbus Boulevard		
	City Hartford	State CT	ZIP Code 06106
	Telephone Number (include area code) (203) 525-4287		

2. Authorization which is proposed to be transferred

(a) Call letters WHCT Location 18 Garden Street Hartford, CT 06105

(b) Has the station commenced its initial program tests within the past twelve months? Yes No

If Yes, was the initial construction permit granted after comparative hearing? Yes No

If Yes, attach as an Exhibit the showing required by 47 C.F.R. Section 73.3597. Exhibit No. N/A

(c) Has the license for the station been acquired through the Commission's Minority Ownership Policy? Yes No

If Yes, has the station been operated on-air for less than the past twelve months? Yes No

If Yes, attach as an Exhibit the showing required by 47 C.F.R. Section 73.3597. Exhibit No.

All letters of any SCA, FM or TV booster station, or associated auxiliary service stations (e.g., remote pickup, STL, inter-city relay) which are to be assigned:

NONE

4. Attach as an Exhibit a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach. Exhibit No. 2

5. If this application is for assignment of a construction permit for an unbuilt station, submit as an Exhibit the detailed showings and declarations of the applicants required by 47 C.F.R. Section 73.3597 regarding the assignor's legitimate and prudent out-of-pocket expenditures and the retention, if any, of any interest in the station. Exhibit No. N/A

6. State in an Exhibit whether the assignor, or any party to the assignor: Exhibit No.

(a) has any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or

(b) has had any interest in or connection with any application denied and/or dismissed with prejudice; or any FCC license which has been revoked.

No such past or present interest

The Exhibit should include the following information:

- (1) name of party with such interest;
- (2) nature of interest or connection, giving dates;
- (3) call letters or file number of application; or docket number; and
- (4) location.

7. Since the filing of the assignor's last renewal application for the authorization being assigned or other application, has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to this application in a civil or criminal proceeding, brought under the provisions of any law related to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination? Yes No

If Yes, attach as an Exhibit a full description of the persons and matter involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers) and the disposition of the litigation. Exhibit No.

Part 1 - Assignee

1. Name of Assignee TWO IF BY SEA BROADCASTING CORPORATION	Street Address 22720 SE 410TH STREET		
	City ENUMCLAW	State WA	Zip Code 98022
	Telephone No. (include area code) (206) 825-1099		

2. Does the contract submitted in response to Question 4, Part I of Section I embody the full and complete agreement between the assignor and assignee? Yes No

If No, explain in an Exhibit. See order approving assumption and assignment dated June 8, 1993.

Exhibit No. 3

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS

1. Assignee is:

- an individual a general partnership a for-profit corporation
 other a limited partnership a not-for-profit corporation

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in an Exhibit the nature of the applicant.

Exhibit No.

3. Complete if applicable, the following certifications:

(a) Applicant certifies that no limited partner will be involved in any material respect in the management or operation of the proposed station. Yes No

If No, applicant must complete Question 4 below with respect to all limited partners actively involved in the media activities of the partnership.

(b) Does any investment company (as defined by 15 U.S.C. Section 80 a-3), insurance company, or trust department of any bank have an aggregated holding of greater than 5% but less than 10% of the outstanding votes of the applicant? Yes No

If Yes, applicant certifies that the entity holding such interest exercises no influence or control over the applicant, directly or indirectly, and has no representatives among the officers and directors of the applicant. Yes No