

NOTE: The terms "applicant and "parties to this application" are defined in the instructions for Section II of this form. Complete information as to each "party to this application" is required. If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement with appropriate justification.

4. List the applicant, and, if other than a natural person, its officers, directors, stockholders and partners with attributable interests. Use one column for each individual or entity. Attach additional pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

- a. Name and residence of the applicant and, if applicable, its officers, directors, stockholders, or partners (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and partners.
- b. Citizenship.
- c. Office or directorship held.
- d. Number of shares or nature of partnership interests.
- e. Number of votes.
- f. Percentage of votes.

NOTE: Radio Applicants ONLY: Radio applicants need not respond to subparts g. and h. of the table. Instead, proceed and respond to Questions 5, 6 and 7, Section II below.

- g. Other existing attributable interests in any broadcast station, including the nature and size of such interests.
- h. All other ownership interests of 5% or more (whether or not attributable), as well as any corporate officership or directorship, in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in 47 C.F.R. Section 73.3555 and 76.501, including the nature and size of such interests and the positions held.

a.	TWO IF BY SEA BROADCASTING CORPORATION 2720 SE 410TH STREET ENUMCLAW, WA 98022	MIKE PARKER 61-5 MINT TIER READING, PA 19606	LINDA L. HENDRICKSON 16714 92ND AVENUE CTE PUYALLUP, WA 98373
b.	N/A	US	US
c.	N/A	PRESIDENT/DIRECTOR	SECRETARY
d.	N/A	1000 SHARES	∅
e.	N/A	1000	∅
f.	N/A	100%	∅
g.	SEE EXHIBIT 4	SEE EXHIBIT 4	SEE EXHIBIT 4
h.	NONE	NONE	NONE

RADIO APPLICANTS ONLY NEED TO RESPOND TO QUESTIONS 5, 6 AND 7.

5. Does the applicant, or any party to the application, own, or have an attributable interest in: (a) any AM, FM or TV station; or (b) a daily newspaper in the same market(s) as the station(s) being acquired?  Yes  No

6. Does the applicant, or any party to the application, broker more than 15 percent of the broadcast hours per week of any AM or FM station in a market in which the applicant, or party to the application, has an attributable interest in any AM or FM station? See 47 C.F.R. Section 73.3555(a) for definition of "radio market."  Yes  No

If the answer to 5 or 6 is Yes, set forth in an Exhibit, name of party having interest; nature of the interest; call letters and location of stations involved; and identification of newspaper, where applicable.

Exhibit No.

7. Does the principal community service contour (predicted or measured 5 mV/m groundwave contour for AM; predicted 3.16 mV/m contour for FM) of any AM or FM station being acquired overlap the principal community service contour of:

(a) an AM or FM station which is directly or indirectly owned, operated or controlled by the applicant or any party to the application; or  Yes  N/A  No

(b) an AM or FM station at which more than 15 percent of the broadcast time per week is brokered by the applicant or any party to the application?  Yes  No

If the answer to (a) or (b) is Yes, do you certify that the ownership interests which will result from of the application(s) comply with 47 C.F.R. Section 73.3555(a), or that appropriate waivers of that section are herein sought?  Yes  No

If Yes, attach a separate Exhibit containing the market and audience information necessary to demonstrate compliance.

Exhibit No.

**Note:** With reference to the Radio Contour Overlap Rule of 47 C.F.R. Section 73.3555(a), the applicant's Exhibit must include: (i) a map that clearly identifies, by relevant contours, the location and geographic coverage of the market or markets involved; (ii) the number of commercial AM and FM stations counted as being in the market or markets, including a map that shows the principal community contours of the stations that define the market or markets and the principal community contours of all commercial stations intersecting with the principal community contours of these stations; (iii) for markets with 15 or more commercial radio stations, a combined audience share figure, the basis and/or source material for this figure, and the results and qualification of any commissioned audience survey or alternative showing; and (iv) the call letters and locations of all stations in the market or markets that are, or are proposed to be, commonly owned, operated or controlled, including any AM or FM station in the market for which the applicant or any party to the application brokers more than 15 percent of that station's broadcast time per week.

8. Does the applicant, or any party to the application, have:

(a) a petition pending to migrate to the expanded band (1605-1705 kHz)?  Yes  No

(b) a permit or license in either the existing band (535-1605 kHz) or expanded band (1605-1705 kHz) that is held in combination with the station(s) proposed to be sold?  Yes  No

If Yes, provide particulars as an Exhibit.

Exhibit No.  
N/A

9. Does the applicant or any party to this application have any interest in or connection with a broadcast application pending before the FCC?

Yes  No

10. Has the applicant or any party to this application had any interest in or connection with the following:

(a) an application which has been dismissed with prejudice by the Commission?

Yes  No

(b) an application which has been denied by the Commission?

Yes  No

(c) a broadcast station, the license of which has been revoked?

Yes  No

(d) an application in any Commission proceeding which left unresolved character issues against the applicant?

Yes  No

If the answer to any of the questions in 9 or 10 is Yes, state in an Exhibit the following information:

Exhibit No.  
4

- (1) Name of party having interest;
- (2) Nature of interest or connection, giving dates;
- (3) Call letters of stations or file number of application or docket; and
- (4) Location.

11. (a) Are any of the parties to this application related (as husband, wife, father, mother, brother, sister, son or daughter) either to each other or to individuals holding nonattributable interests of 5% or more in the applicant?

Yes  No

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?

Yes  No

If the answer to (a) or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.  
N/A

12. Do individuals or entities holding nonattributable interests of 5% or more in the applicant have an attributable ownership interest or corporate officership or directorship in a broadcast station, newspaper or CATV system in the same area? (See Instruction B to Section II.)

Yes  No

(a) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of an individual holding a nonattributable interest of 5% or more in the applicant have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?

Yes  No

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.  
N/A

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 5)

13. (a) Is the applicant in violation of the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? (See Instruction C to Section II.)

Yes  No

(b) Will any funds, credits or other financial assistance for the construction, purchase or operation of the station(s) be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?

Yes  No

If the answer to (b) above is Yes, attach as an Exhibit a full disclosure concerning this assistance.

Exhibit No.  
N/A

14. (a) 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

(b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in (a) above?

Yes  No

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), a statement of the facts upon which the proceeding is or was based or the nature of the offense alleged or committed, and a description of the current status or disposition of the matter.

Exhibit No.  
N/A

Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

Yes  No

If Yes, provide particulars in an Exhibit.

Exhibit No.  
N/A

15. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. Section 310(d)) will be obtained?

Yes  No  
 Does Not Apply

If No, attach as an Exhibit a full explanation.

Exhibit No.  
N/A

The applicant certifies that sufficient net liquid assets are on hand or are available from committed resources to consummate the transaction and operate the facilities for three months.

Yes  No

**SECTION IV - ASSIGNEE'S PROGRAM SERVICE STATEMENT**

Attach as an Exhibit a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

Exhibit No.  
5

**SECTION V - ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

Does the applicant propose to employ five or more fulltime employees?

Yes  No

If the answer is Yes, the applicant must include an EEO program called for in the separate Model EEO Program Report (FCC Form 396-A).

**SECTION VI - CERTIFICATION**

**Part 1 - Assignor**

1. Will or will the assignor comply with the public notice requirement of 47 C.F.R. Section 73.3580?

Yes  No

2. By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

Yes  No

The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNOR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).**

I certify that the ASSIGNOR'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignor Case #88-21124 MARTIN W. HOFFMAN TRUSTEE IN BANKRUPTCY OF ASTROLINE COMMUNICATIONS CO., LIMITED PARTNERSHIP	Signature <i>Martin W. Hoffman</i> <i>Trustee in Bankruptcy of</i> <i>Astroline Communications Co.</i>
Title TRUSTEE <i>in bankruptcy</i>	Date 9/17/1993

SECTION VI - CERTIFICATION (Page 2)

Part II - Assignee

By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

Yes  No

The ASSIGNEE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

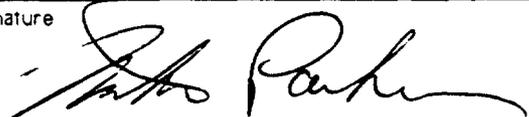
The ASSIGNEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNEE has a continuing obligation to advise the Commission, through reports, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OF CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).**

I certify that the ASSIGNEE'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignee TWO IF BY SEA BROADCASTING CORPORATION	Signature  MIKE PARKER
PRESIDENT	Date August 31, 1993

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use this information to determine whether grant of this application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, processing of the application may be delayed or the application may be returned without action pursuant to the Commission's rules. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 95-579, DECEMBER 31, 1974, 5 U.S.C. 552(e)(3) AND THE PAPERWORK REDUCTION ACT, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

*Law Offices of*  
MARTIN W. HOFFMAN  
363 MAIN STREET  
HARTFORD, CONNECTICUT 06106

MARTIN W. HOFFMAN  
DOUGLAS J. McDADE  
HANK D. HOITMAN\*

Telephone (203) 535-4257  
Telecopier (203) 727-9481

*\*Att. admitted in N.Y.*

May 2, 1991

Federal Communications Commission  
Mass Media Services  
P.O. Box 358350  
Pittsburgh, PA 15251-5350

Re: Astroline Communications Company,  
Limited Partnership, dba WHCT Channel 18  
No. 88-21124

Dear Sirs:

Enclosed herewith please find for filing the following documents:

1. Original FCC Form 316 Application for Consent to Assignment of Radio Broadcast Station Construction Permit or License or Transfer of Control of Corporation Holding Radio Broadcast Station Construction Permit or License, together with two duplicate copies for filing and one duplicate copy to be stamped and returned to this office;
2. Original and three copies of the FCC Fee Processing Form; and
3. A check in the amount of \$80.00, payable to the Federal Communication Commission for said processing fee.

Please file said documents and return a stamped copy of the aforesaid Application to this office in the enclosed, self-addressed stamped envelope.

Thank you for your attention in regard to this matter.

Very truly yours,

Martin W. Hoffman  
Attorney for the Trustee

MWH:rlr

Enclosures

FEDERAL COMMUNICATIONS COMMISSION  
**FEE PROCESSING FORM**



Please read instructions on back of this form before completing it. Section I MUST be completed. If you are applying for concurrent actions which require you to list more than one Fee Type Code, you must also complete Section II. This form must accompany all payments. Only one Fee Processing Form may be submitted per application or filing. Please type or print legibly. All required blocks must be completed or application/filing will be returned without action.

**SECTION I**

APPLICANT NAME (Last, first, middle initial) **Limited Partnership  
Martin W. Hoffman, Trustee in Bankruptcy of Astroline Communications Company, Inc.**

MAILING ADDRESS (Line 1) (Maximum 68 characters - refer to Instruction (2) on reverse of form)  
**163 Main Street**

MAILING ADDRESS (Line 2) (if required) (Maximum 68 characters)

CITY  
**Hartford**

STATE OR COUNTRY (if foreign address) <b>CT</b>	ZIP CODE <b>06106</b>	CALL SIGN OR OTHER FCC IDENTIFIER (if applicable) <b>WHCT</b>
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Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.

(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 D T		\$ 80.00	

**SECTION II** - To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A) FEE TYPE CODE	(B) FEE MULTIPLE (if required)	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY
(2)		\$	
(3)		\$	
(4)		\$	
(5)		\$	

ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (5), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.

TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING
\$ 80.00

FOR FCC USE ONLY

UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D. C. 20554

APPLICATION FOR CONSENT TO ASSIGNMENT OF  
RADIO BROADCAST STATION CONSTRUCTION PERMIT OR  
LICENSE OR TRANSFER OF CONTROL OF CORPORATION  
HOLDING RADIO BROADCAST STATION CONSTRUCTION  
PERMIT OR LICENSE

(Short Form)

APPLICANT SHOULD NOT USE THIS BOX

GENERAL INSTRUCTIONS

- A. This form is to be used when applying for authority for Assignment of a Radio Broadcast Station Construction Permit or License or for Consent to Transfer of Control of Corporation Holding Radio Broadcast Station Construction Permit or License where:
  - 1. There is an assignment from an individual or individuals (including partnerships) to a corporation owned and controlled by such individual or partnership without any substantial change in their relative interests.
  - 2. There is an assignment from a corporation to its individual stockholders without effecting any substantial change in the disposition of their interests.
  - 3. There is an assignment or transfer by which certain stockholders are provided that the interest transferred is not a controlling one.
  - 4. There is a corporate reorganization which involves no substantial change in the beneficial ownership of the corporation.
  - 5. Where there is an assignment or transfer from a corporation to a wholly owned subsidiary thereof or vice versa, or where there is an assignment from a corporation to a corporation owned or controlled by the assignor stockholders without substantial change in their interests.
  - 6. There is an assignment of less than a controlling interest in a partnership.
  - 7. There is an involuntary transfer to an Executor, Administrator, or other court appointed officer caused by death or legal disability. (Note: This form does not cover assignments (or transfers) from the Executor, Administrator or other court appointed officers to the ultimate beneficiaries.)
- B. The Commission reserves the right to require recital of the application on Forms 314 or 315 if in its judgement this form does not apply to the assignment or transfer when approval is sought.
- C. Number exhibits serially in the space provided in the body of the form and list each exhibit in the space provided on the back of this sheet. Date each exhibit.
- D. The names of the applicants shall be the exact corporate names, if corporations, if partnerships, the names of all partners and the names under which the partnerships do business; if unincorporated associations, the names of executive officers, their offices, and names of the associations.
- E. Information called for by this application which is already on file with the Commission need not be recited in this application provided the information is now on file in another FCC form filed by or on behalf of these applicants, (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to and (3) after making the reference, the applicants state: "No change since date of filing." Any such reference will be considered to incorporate into this application all information, confidential or otherwise, contained in the application or other form referred to. The incorporated application or other form will thereafter, in its entirety, be open to the public.
- F. This application shall be personally signed by the applicant, if the applicant is an individual, by one of the partners, if the applicant is a partnership, by an officer, if the applicant is a corporation, by a member who is an officer, if the applicant is an unincorporated association, or by the applicant's attorney in case of the applicant's physical disability or of his absence from the United States. The attorney shall, in the event he signs for the applicant, separately set forth the reason why the application is not signed by the applicant. In addition, if any matter is stated on the basis of the attorney's belief only (rather than his knowledge), he shall separately set forth his reasons for believing that such statements are true.
- G. PREPARE AND FILE THREE COPIES OF THIS FORM AND ALL EXHIBITS WITH FEDERAL COMMUNICATIONS COMMISSION, WASHINGTON, D. C. 20554.
- H. BE SURE ALL NECESSARY INFORMATION IS FURNISHED AND ALL PARAGRAPHS ARE FULLY ANSWERED. IF ANY PORTIONS OF THE APPLICATION ARE NOT APPLICABLE, SPECIFICALLY SO STATE. DECEPTIVE OR INCOMPLETE APPLICATIONS MAY BE RETURNED WITHOUT CONSIDERATION.

File No.

1. Application for: (Check One)

Consent to Assignment

Consent to Transfer of

2. Name and post office address of assignor (or transferor)

Astroline Communications Company,  
Limited Partnership  
18 Garden Street  
Hartford, CT 06105

3. Send notices and communications to the following named person at the post office address indicated

Martin W. Hoffman, Trustee in Bankruptcy of  
363 Main Street Astroline Communications Co.,  
Hartford, CT 06106 Limited Partnership, Case #88-21124

4. Name and post office address of assignee (or transferee)

Martin W. Hoffman, Trustee in Bankruptcy of  
363 Main Street Astroline Communications Co.,  
Hartford, CT 06106 Limited Partnership  
Case No. 88-21124

5. Name and post office address of licensee (or permittee)

Astroline Communications Company,  
Limited Partnership  
18 Garden Street  
Hartford, CT 06105

6. Authorization which is proposed to be assigned or transferred:

Call letters

Location

WHCT

18 Garden Street  
Hartford, CT 06105

Class of station  
(AM-PM-TV)

File Number

TV

7. Authorizations of any Remote Pickup, STL, SCA, or other stations held by licensee (or permittee) which are to be assigned or transferred.

Call letters

None

8. State file numbers of any other pending applications which involve the licensee (or permittee)

unknown

9. Attach as Exhibit No. 1 a full narrative statement of the circumstances leading to the assignment (or transfer) and the reasons therefor. Fill out Item 15 to show the disposition of stock partnership interests both before and after the proposed assignment (or transfer). The name, residence, citizenship and office, if any, of each stockholder (or partner) should also be shown.

10. a. If the assignment (or transfer) is voluntary:

(1) Attach as Exhibit No. \_\_\_\_\_ all contracts, agreements or understandings (the substance of oral agreements should be reduced to writing) by which the stock (or other interest) is transferred.

b. If the assignment (or transfer) is involuntary:

(1) In the case of bankruptcy, or legal disability of the assignor (or transferor), attach as Exhibit No. 2 certified copy of all court orders pertaining to the assignment (or transfer).

(2) In case of death of the assignor (or transferor), attach as Exhibit No. \_\_\_\_\_ the Will or Letters Testamentary and all pertinent court orders.

Astroline Communications Company, May 2, 1991  
Limited Partnership

EXHIBIT NO. 1

On October 31, 1988, an involuntary petition under Chapter 7 of the Bankruptcy Code was filed by Lorimar Telepictures Corporation, Lorimar Distribution, Inc., MCA Television Limited and Orion Television Syndication against Astroline Communications Company, Limited Partnership (hereinafter "Assignor"), in the United States Bankruptcy Court for the District of Connecticut, at Hartford, Case No. 88-21124. An order for relief under Chapter 7 was entered on December 1, 1988, and the Chapter 7 case was converted by the Debtor to a Chapter 11 case also on December 1, 1988. The Chapter 11 case was reconverted to a Chapter 7 case on April 9, 1991. On or about April 9, 1991, Martin W. Hoffman (hereinafter "Assignee") was appointed as Interim Trustee of the Assignor's estate.

On or about April 19, 1991, the Assignee wrote to the Federal Communications Commission requesting authority for WHCT to remain dark for a period of at least six months. The Assignee does not intend to, and is not authorized, to operate WHCT or to present any programs during the pendency of the Chapter 7 case. The Assignee has requested authority for WHCT to remain dark to preserve the value of the license for the benefit of the estate.

LEASE

THIS LEASE, made and entered into this \_\_\_\_\_ day of October, 1986 by and between ASTROLINE COMPANY, a Massachusetts limited partnership with an office at 231 John Street, Reading, Massachusetts (hereinafter called "LESSOR") and \_\_\_\_\_, Astroline Communications Company Limited Partnership having an office at 18 Garden Street, Hartford, Connecticut (hereinafter called "LESSEE").

WITNESSETH

I  
DESCRIPTION OF PREMISES

The LESSOR hereby leases to LESSEE and warrants that it has the right to lease for the term hereof, and LESSEE hires from LESSOR, on the terms and conditions hereinafter set forth, all that certain piece or parcel of land, with the improvements thereon, situated in the Towns of Avon and West Hartford, County of Hartford, and State of Connecticut as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as the "demised premises"). The Lessee, upon payment of the rent hereinafter specified and upon the performance of each and every term and condition of this Lease, shall have the right during the lease term to peaceably and quietly enjoy the demised premises.

II  
TERM

The term of this Lease shall be for three (3) years, and shall commence from the date of this Lease and be automatically renewable for one (1) year periods thereafter unless terminated by ninety (90) days written notice by either party.

III  
RENT

LESSEE shall pay rent at the rate of TEN (\$10.00) DOLLARS per year payable on the first day of November 1986 and every twelve months thereafter.

IV  
BUSINESS OF LESSEE

LESSEE shall within \_\_\_\_\_ year of the date of this lease construct, operate and maintain, at its expense, a television

broadcasting tower and the facilities necessary and appurtenant thereto upon a portion of the demised property for the nonexclusive benefit of a television station bearing the call letters WHCT and/or its successor stations.

V  
PURCHASE OPTION

LESSEE shall have the option during the term of this lease or any renewal thereunder to purchase the demised premises and all improvements situated thereon at a price based on the fair market value of the property. LESSEE must give the LESSOR sixty (60) days written notice of its intention to exercise this option. The fair market value shall be determined by an independent appraisal by a qualified individual or firm to be agreed to by the parties.

VI  
MORTGAGE RECOGNITION

LESSEE agrees to subordinate its right hereunder to the lien of any mortgage, deed or trust or other encumbrance (including but not limited to the lien of a Settlement Agreement by and between LESSEE and Victoria Konover and Michael Konover recorded in volume 168 at page 752 of the Avon Land Records and the lien of the terms, conditions and restrictions contained in a Special Exception Approval from the Town of Avon to LESSEE granted on November 19, 1986 and recorded in Volume 165 at Page 704 of the Avon Land Records) which may now or hereafter affect the demised premises and LESSEE shall upon demand, promptly execute and deliver to LESSOR any instrument which may be necessary to effectuate such subordination.

VII  
ASSIGNMENT AND SUBLETTING

LESSEE shall not assign this Lease, nor any interest therein, without first obtaining the written consent of LESSOR, which consent shall not be unreasonably withheld.

VIII  
TAXES, ASSESSMENTS, AND UTILITIES

LESSEE shall pay all municipal taxes assessed against the premises.

LESSEE further covenants and agrees to pay for all water, gas, power, electric current, and all other utilities served to the demised premises during the term hereof.

IX  
REPAIRS AND MAINTENANCE OF THE PROPERTY

LESSEE shall, at its own cost and expense, maintain and repair the demised premises.

X  
LIABILITY INSURANCE

The LESSEE agrees to take out public liability insurance covering the demised premises. The LESSEE agrees to maintain the same at LESSEE's sole cost and expense in full force and effect during the entire term of this Lease. LESSOR shall be named as an additional insured under said policies of insurance. The LESSEE may, at its option, bring its obligations to insure under any so-called blanket policy or policies of insurance; provided, however, that the interests of LESSOR shall be as fully protected thereby as if LESSEE obtained individual policies of insurance. LESSOR may, but is not obligated to, pay any such premiums with respect to such policy and LESSEE hereby agrees to repay and reimburse LESSOR upon demand for or an account of any such payment made by LESSOR.

XI  
HAZARD INSURANCE

From and after the date LESSEE commences to pay rent, LESSOR will, at LESSOR's own cost and expense, carry and maintain fire insurance with extended coverage endorsement upon the demised premises. Said policy shall contain a so called "standard mortgagee clause" in favor of the LESSEE. Failure to maintain such policy during the term of the lease shall be a default hereunder. LESSEE may, but is not obligated to, pay any such premiums with respect to such policy and LESSOR hereby agrees to repay and reimburse LESSEE upon demand for or on account of any such payment made by LESSOR.

XII  
REMEDIES ON DEFAULT

In the event of any breach of this Lease by LESSEE, which shall not have been cured within thirty (30) days after written notice has been posted by LESSOR, then, LESSOR, besides other rights or remedies it may have, shall have the immediate right of reentry. Should LESSOR elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, relet said premises or any part thereof for the account of LESSEE, for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR in its own discretion may deem advisable. Rentals received from such letting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from LESSEE to LESSOR; second, to the payment of rent due and unpaid hereunder; the LESSEE shall pay such deficiency to LESSOR. Such deficiency shall be calculated and paid monthly and shall bear interest at the rate of six (6%) percent.

XIII  
CONDEMNATION

If any part of the demised premises shall be taken or condemned for a public or quasi-public use (or any transfer is made in lieu thereof), and a part thereof remains which is suitable for the use contemplated hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall be taken by the condemnor and the rent payable hereunder shall be adjusted so that the LESSEE shall be required to pay for the remainder of the term only such portion of such rental as the value of the part remaining after the condemnation bears to the whole of the demised premises as of the date of condemnation. If all of the demised premises to be taken or condemned, or so much thereof that the use by LESSEE shall be substantially impaired, the LESSEE may thereupon terminate this Lease. All compensation awarded upon any such condemnation or taking shall go to the LESSOR, provided, however, that any awards for relocation or leasehold improvements shall go to LESSEE.

XIV  
CHANGES AND ALTERATIONS

LESSEE shall have the right, at its expense, to redecorate and make such structural and nonstructural alterations and changes to the demised premises as it shall deem expedient to necessary for its purpose.

XV  
NOTICE OF DEMANDS

Any notices or demands required or permitted by law, or any provision of this Lease, shall be in writing, and if the same is to be served upon LESSOR, may be personally delivered to LESSOR, or may be deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to LESSOR at 231 John Street, Reading, Massachusetts 01867 or at such other address as LESSOR may designate in writing.

Any such notice or demand to be served upon LESSEE shall be in writing and shall be deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, and addressed to LESSEE at 18 Garden Street, Hartford, Connecticut.

XVI  
NO BROKER

The parties hereto warrant and represent each to the other that no Broker was involved in obtaining this Lease arrangement, and the LESSEE agrees to hold the LESSOR harmless for any and all claims for brokerage arising from actions of the LESSEE.

In Witness Whereof, the parties hereunto have set their hands and seals in four original copies, the day and year first written above.

LESSOR:

ASTROLINE COMPANY, a  
Massachusetts Limited  
Partnership

By \_\_\_\_\_  
Fred J. Boling  
Its General Partner

LESSEE:

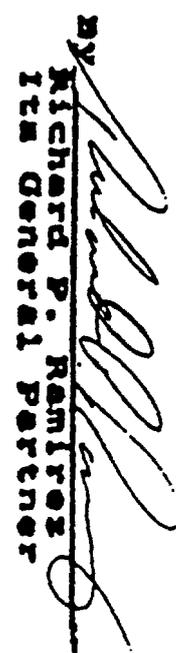
ASTROLINE COMMUNICAITONS  
COMPANY LIMITED PARTNERSHIP

By \_\_\_\_\_  
Richard P. Ramirez  
Its General Partner

By   
Fred J. Boling  
Its General Partner

LESSEE:

ASTROLINE COMMUNICATIONS  
COMPANY LIMITED PARTNERSHIP

By   
Richard P. Ramirez  
Its General Partner

SCHEDULE B

A certain piece or parcel of land together with all buildings and improvements situated thereon partially located in the Town of Avon, Connecticut and partially located in the Town of West Hartford, Connecticut, known and designated as Parcels "B" and "C" on a certain map or survey entitled: "Map showing Land Owned by, Astroline Company, a Massachusetts Limited Partnership, Deercliff Road, Avon/West Hartford, Connecticut Scale 1" = 200', February 1987, Prepared by Neriani Surveying, Simsbury, Connecticut", which map or survey has been filed with both the Office of the Town Clerk of Avon, Connecticut and the Office of the Town Clerk of West Hartford, Connecticut to which reference may be had.

## FOURTEENTH AMENDMENT OF LEASE

THIS FOURTEENTH AMENDMENT OF LEASE, made and entered as of the 22nd day of March, 1991 by and between ASTROLINE CONNECTICUT, INC. a Connecticut corporation ("Lessor"), and ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP, a Massachusetts limited partnership with an office in Hartford, Connecticut ("Lessee").

## W I T N E S S E T H

WHEREAS, Lessee and Astroline Company, a Massachusetts limited partnership with an office in Reading, Massachusetts ("AC"), entered into a lease dated October 1986 (the "Lease") for that certain parcel of real property more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, AC deeded said property to Lessor by that certain Warranty Deed dated April 2, 1987, and assigned the Lease to Lessor by Assignment of Lease dated April 2, 1987; and

WHEREAS, the parties hereto amended the Lease by an "Amendment of Lease" dated as of June 30, 1989; a Second Amendment of Lease dated as of September 22, 1989 and recorded in Volume 227, Page 211 of the Avon Land Records and in Volume 1449, Page 90 of the West Hartford Land Records; a Third Amendment of Lease dated October 24, 1989, and recorded in Volume 228, Page 547 of the Avon Land Record; a Fourth Amendment of Lease dated November 24, 1989, and recorded in Volume 229, Page 696 of the Avon Land Records and Volume 1466, Page 152 of the West Hartford Land Records; a Fifth Amendment of Lease dated December 22, 1989, and recorded in Volume 231, Page 231 of the Avon Land Records and Volume 1477, Page 39 of the West Hartford Land Records; a Sixth Amendment of Lease dated March 22, 1990 and recorded in Volume 233, Page 58 of the Avon Land Records and Volume 1492, Page 110 of the West Hartford Land Records; a Seventh Amendment of Lease dated May 22, 1990 and recorded in Volume 235, Page 32 of the Avon Land Records and Volume 1507, Page 197 of the West Hartford Land Records; an Eighth Amendment of Lease dated July 22, 1990 and recorded in Volume 237, Page 21 of the Avon Land Records and Volume 1521, Page 22 of the West Hartford Land Records; a Ninth Amendment of Lease dated October 24, 1990 and recorded in Volume 246, Page 48 of the Avon Land Records and Volume 1540, Page 131 of the West Hartford Land Records; a Tenth Amendment of Lease dated November 24, 1990 and recorded in Volume 240, Page 923 of the Avon Land Records and Volume 1545, Page 206 of the West Hartford Land Records; an Eleventh Amendment of Lease dated December 22, 1990 and recorded in Volume 241, Page 941 of the Avon Land Records and Volume 1550, Page 3 of the West Hartford Land Records; and a Twelfth Amendment of Lease dated January 22, 1991, and recorded in Volume 242, Page 456 of the Avon Land Records and Volume 1553, Page 313 of the West Hartford Land Records; and a Thirteenth Amendment of Lease dated February 20, 1991 and recorded in Volume

243, Page 250 of the Avon Land Records and Volume 1557, Page 343 of the West Hartford Land Records; and

WHEREAS, Lessee remains in Chapter 11 Bankruptcy (the "Bankruptcy") in the United States Bankruptcy Court, District of Connecticut; and

WHEREAS, Lessor and Lessee are continuing to negotiate regarding an overall settlement of the Bankruptcy; and

WHEREAS, based on recent developments in the bankruptcy proceedings and discussions related thereto the Lessor and the Lessee have determined that an additional one (1) month extension of the term of the Lease is in the best interests of the parties hereto and may advance the resolution of the bankruptcy proceedings; and

WHEREAS, the parties hereto therefore wish to extend by an additional one (1) month the initial term of the Lease as set forth in the Amendment of Lease.

NOW THEREFORE, for valuable considerations the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

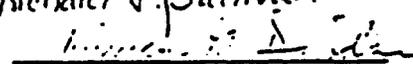
1. Article II of the Lease, as amended, is hereby further modified in its entirety to read as follows:

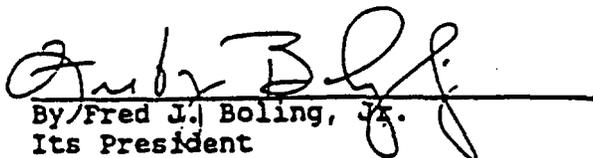
The initial term of this Lease shall be for four (4) years and nine (9) months and shall be deemed to have commenced on October 22, 1986 and expire on July 22, 1991. Thereafter, the term of this Lease shall be automatically renewable for one (1) year periods unless terminated by ninety (90) days' written notice by either party.

2. Except as modified herein, the Lease shall remain in full force and effect.

3. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

LESSOR  
ASTROLINE CONNECTICUT, INC.

  
Richard J. Sullivan  
  
William C. Davidson

  
By Fred J. Boling, Jr.  
Its President

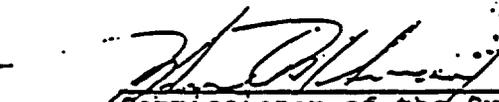
LESSEE  
ASTROLINE COMMUNICATIONS COMPANY  
LIMITED PARTNERSHIP

By Richard P. Ramirez  
Its General Partner

STATE OF *Massachusetts* )  
COUNTY OF *Middlesex* )

ss. March 19, 1991

Personally appeared Fred J. Boling, Jr., President of  
Astroline Connecticut, Inc. as aforesaid, signer of the foregoing  
instrument, and acknowledged the same to be his free act and deed  
as such President, and the free act and deed of said corporation,  
before me.

  
Commissioner of the Superior Court  
Notary Public *Maurice A. N. Sweeney*  
My Commission Expires: *March 1993*

STATE OF )  
COUNTY OF )

ss. March , 1991

Personally appeared Richard P. Ramirez, General Partner of  
Astroline Communications Company as aforesaid, signer of the  
foregoing instrument, and acknowledged the same to be his free act  
and deed as such General Partner, and the free act and deed of  
said Limited Partnership, before me.

Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

LESSOR  
ASTROLINE CONNECTICUT, INC.

\_\_\_\_\_  
\_\_\_\_\_

By Fred J. Boling, Jr.  
Its President

LESSEE  
ASTROLINE COMMUNICATIONS COMPANY  
LIMITED PARTNERSHIP

*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*  
By Richard P. Ramirez  
Its General Partner

STATE OF )  
COUNTY OF )

ss. March , 1991

Personally appeared Fred J. Boling, Jr., President of  
Astroline Connecticut, Inc. as aforesaid, signer of the foregoing  
instrument, and acknowledged the same to be his free act and deed  
as such President, and the free act and deed of said corporation,  
before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF *California* )  
COUNTY OF *Los Angeles* )

ss. March 19, 1991

Personally appeared Richard P. Ramirez, General Partner of  
Astroline Communications Company as aforesaid, signer of the  
foregoing instrument, and acknowledged the same to be his free act  
and deed as such General Partner, and the free act and deed of  
said Limited Partnership, before me.

*[Handwritten signature]*

\_\_\_\_\_  
~~Commissioner of the Superior Court~~  
Notary Public *S. Tom Siriraranukul*  
My Commission Expires: *5/20/1994*

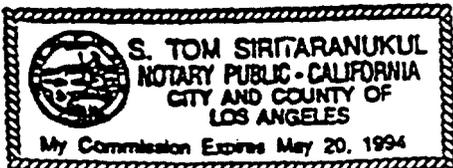


EXHIBIT A  
TO FOURTEENTH AMENDMENT OF LEASE

A certain piece or parcel of land together with all buildings and improvements situated thereon partially located in the Town of Avon, Connecticut and partially located in the Town of West Hartford, Connecticut, known and designated as Parcels "B", "C" and "D" on a certain map or survey entitled: "Map Showing Land Owned by, Astroline Company, a Massachusetts Limited Partnership, Deercliff Road, Avon/West Hartford, Connecticut, Scale 1" = 200', February 1987, Prepared By Neriani Surveying, Simsbury, Connecticut", which map or survey has been filed with both the Office of the Town Clerk of Avon, Connecticut and the Office of the Town Clerk of West Hartford, Connecticut to which reference may be had.

received March 21 16 91 At 3:41 P.M.  
Recorded in TOWN OF AVON  
Lead Record - Vol. 243 Page 941  
Charles B. Johnson Town Clerk

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