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June 28, 1984

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BY HAND

Mr. William J. Tricarico
Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Re: Faith Center, Inc.; BC Docket No. 80-730
WHCT-TV, Channel 18; Hartford, Connecticut

Dear Mr. Tricarico:

Enclosed please find an original and 14 copies of the following documents in the above-captioned matter.

- (1) Motion for Continuance;
- (2) Motion for Expedited Processing;
- (3) Petition for Special Relief; and
- (4) Transfer Assignment Application (FCC Form 314).

If you have any questions regarding the enclosed documents, please contact the undersigned, counsel for Astroline Communications Company, or Edward L. Masry, counsel for Faith Center, Inc.

Sincerely,


Thomas A. Hart, Jr.

PBS 001294

Enclosures

0000963

TAH/tdh

RC 001726

Before the
Federal Communications Commission
Washington, D. C. 20554

In Re Application of)	
)	
FAITH CENTER, INC.)	BC Docket No. 80-730
WHCT-TV)	File No. BRCT-348
Hartford, Connecticut)	
)	
For Renewal of License)	

PETITION FOR SPECIAL RELIEF

Faith Center, Inc. ("Faith"), by its attorneys, hereby requests that the Federal Communications Commission ("Commission") suspend the pending renewal hearing and grant permission for a distress sale of the assets of WHCT-TV, Channel 18, Hartford, Connecticut to Astroline Communications Company Limited Partnership ("Astroline Communications Company") pursuant to the Commission's Statement of Policy on Minority Ownership of Broadcasting Facilities, 42 RR 2d 1689 (1978), as revised, 52 RR 2d 1301 (1982).

HISTORY OF PROCEEDING

The history of this proceeding is a lengthy one and a matter of record at the Commission. Highlighted below is a brief summary of the proceedings.

1. Faith's renewal application was designated for hearing on December 1, 1980. In Re Application of Faith Center, Inc., 83 FCC 2d 401 (1980). At issue were Faith's basic qualifications to remain the licensee of WHCT-TV. To avoid the hearing expense and possible loss of license, Faith petitioned the Commission and was ultimately granted permission to have a distress sale for the assets of Channel 18.

2. In 1981, Faith first attempted to assign WHCT to the Television Corporation of Hartford ("TCH") under the Commission's distress sale policy. (FCC 81-544, Dec. 23, 1981). However, the transaction was never consummated because of problems with TCH's application and financial qualifications. (Mimeo 3492, April 16, 1982).

3. A second distress sale of WHCT was attempted by Faith on September 27, 1982 when Faith entered into a Purchase Agreement with Interstate Media Corporation ("IMC"). Pursuant to the agreement, Faith agreed to assign WHCT's license and other assets to IMC in accordance with the Commission's distress sale policy. (FCC 80-730, Sept. 29, 1982). The distress sale between Faith and IMC was never consummated, and, ultimately, the case was returned to hearing status.

4. On May 29, 1984, Astroline Communications Company entered into an agreement with Faith to purchase the license and assets of WHCT for \$3,100,000 in accordance with the Commission's distress sale policy. The agreement was the culmination of two weeks of negotiations between counsel for Astroline Communications Company and Faith. Prior to entering formal negotiations, Faith required Astroline Communications Company to establish its financial qualifications. A letter was sent to Faith by the First National Bank of Boston which described Astroline Communications Company's ability to consummate the proposed transaction which involves a cash payment of \$500,000 at closing and a note issued by Faith for \$2.6

million for ten years at a fixed interest rate of twelve percent (12%) per annum.

DESCRIPTION OF THE PURCHASER

1: Astroline Communications Company is a Massachusetts limited partnership comprised of two General Partners and one Limited Partner.

A. Richard P. Ramirez, a Hispanic-American and experienced broadcaster, is a General Partner of Astroline Communications Company. He holds a twenty-one percent (21%) partnership interest in the limited partnership and will be the General Manager of the television station.

B. WHCT Management, Inc. ("WHCT Management") is a corporation duly organized under the laws of the State of Massachusetts and is also a General Partner in Astroline Communications Company. Presently, WHCT Management holds a nine percent (9%) partnership interest in the limited partnership. If, however, the Commission approves the proposed distress sale, WHCT Management will transfer four percent (4%), or four-ninths (4/9), of its nine percent (9%) interest in the partnership to additional minority personnel, preferably Blacks who will be involved in the day-to-day operation of the television station. Thus, pursuant to that transfer, the total minority equity interest in the partnership will be twenty-five percent (25%), with minorities controlling the station's daily operation.

C. The remaining partner in Astroline Communications Company is Astroline Company, a Massachusetts

limited partnership. Astroline Company holds a seventy percent (70%) limited partnership interest in Astroline Communications Company and will not control the day-to-day operation of the station.

2. The chart set forth below describes each partner's financial interest and managerial control of Astroline Communications Company:

Richard P. Ramirez (21%)	General Partner	General Manager Full Operational Control
WHCT Management, Inc. (9%)*	General Partner	Limited Operational Control
Astroline Company (70%)	Limited Partner	No Operational Control

*/ WHCT Management, Inc. will transfer four percent (4%) of its nine percent (9%) interest to minority personnel, if the Commission approves the distress sale of WHCT to Astroline Communications Company.

3. Astroline Communications Company is a qualified minority purchaser as defined by the Commission's Statement of Policy on Minority Ownership of Broadcasting Facilities, 42 RR 2d 1689 (1978), as revised, 52 RR 2d 1301 (1982).

[W]here the general partner is a minority individual and owns more than a 20 percent interest in the broadcasting entity, there exists sufficient minority involvement to justify favorable application of the Commission's . . . distress sale policies.

Id. at 1305-06.

In accordance with the Commission's Policy Statement, the twenty-one percent (21%) interest in Astroline Communications Company held by Mr. Ramirez and his status as the

General Manager surpasses the Commission's minimum standards. Additionally, minority ownership and control of Astroline Communications Company will increase when WHCT Management transfers four percent (4%) of its nine percent (9%) interest to additional minority personnel that will be interviewed and hired within 90 days following the consummation of the proposed distress sale. Thus, Astroline Communications Company is a qualified minority purchaser as defined by the Commission because the total minority interest and control in Astroline Communications Company will be twenty-five percent (25%).

APPRAISAL PRICE

The Commission established that a distress sale price may not exceed seventy-five percent (75%) of the station's fair market value. Lee Broadcasting Corp., 76 FCC 2d 462 (1980). The appraisals presently on file with the Commission for WHCT-TV fully support the terms of the proposed distress sale and reflect that the consideration is well below the required seventy-five percent (75%) of the fair market value of the station. The appraised value of the license and other assets of WHCT and the ratio between the purchase price (\$3,100,000) and the appraised values are as follows:

<u>Appraiser</u>	<u>Appraisal</u>	<u>Ratio</u>
LaRue	\$9,000,000	34%
Chapman	\$5,500,000	56%
Frazier	\$7,000,000	44%

The average fair market value of the three appraisals is \$7,166,667. The \$3,100,000 purchase price is forty-three percent (43%) of this figure. Thus, Faith has complied with the Commission's Rules by transferring its television station for less than seventy-five percent (75%) of the fair market value.

By this filing and the other records of this proceeding that are on file at the Commission and incorporated by reference herein, Faith submits simultaneously a full disclosure of all the facts and circumstances bearing on this request, comparable to that provided for in § 73.3525(a) of the Commission's Rules.

WHEREFORE, Faith respectfully requests the Commission to:

1. renew the license of Faith for the television station WHCT-TV operating on Channel 18, Hartford, Connecticut;
2. grant the instant Petition for Special Relief;
3. grant the assignment application of the license and other assets of WHCT to Astroline Communications Company filed simultaneously herewith; and
4. terminate this proceeding.

Respectfully submitted,

FAITH CENTER, INC.

Edward L. Masry
General Counsel

Collier, Shannon, Rill & Scott
Attorneys-at-Law

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May 29, 1984

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The Honorable John M. Frysiak
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W.
Washington, D.C. 20554

Re: WHCT-TV, Hartford, Connecticut, Channel 18

Dear Judge Frysiak:

Over the past weekend, Faith Center, Inc. and Astroline Communications Company entered into an agreement to transfer the assets of WHCT-TV, Hartford, Connecticut (Channel 18) to Astroline Communications Company for \$3.1 million pursuant to the Federal Communications Commission's ("Commission") distress sale policy. Statement of Policy on Minority Ownership of Broadcast Facilities, 68 FCC 2d 979, 983 (1981); Commission Policy Regarding the Advancement of Minority Ownership in Broadcasting, 52 RR 2d 1301 (1982). A copy of the transfer agreement has been attached for your review.

Astroline Communications Company is a Massachusetts limited partnership that is financially qualified and prepared to consummate this transaction within 30 days following final approval from the Commission. Richard Ramirez, a general partner of Astroline Communications Company, is an experienced broadcaster and will serve as the station's General Manager. Mr. Ramirez is a bilingual Hispanic-American and long-time resident of the New England area. Currently, Mr. Ramirez has a twenty-one percent (21%) equity interest and will have operational control over the station. Specifically, he will have the authority to determine the basic policies of the station's operations, including programming, personnel and financial matters. In conjunction with Mr. Ramirez's obligations as General Manager, he is seeking and will continue to seek one or more additional minority management personnel to

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May 29, 1984
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participate in the ownership and operation of the station, including, in particular, one or more black persons. His commitment to find additional minority management is further evidenced by his pledge to transfer up to eleven percent (11%) of his twenty-one percent (21%) interest to such additional minority personnel, if necessary.

Another general partner shall be WHCT Management, Inc., which will hold a nine percent (9%) partnership interest in the station. WHCT Management, Inc. will be wholly-owned by Astroline Company, which will be a limited partner of Astroline Communications Company and hold a seventy percent (70%) equity interest in the station. WHCT Management, Inc. shall reserve four percent (4%) of its nine percent (9%) equity interest for other minority management personnel, particularly black professionals, that have experience and talents that would further enhance Astroline Communications Company's ability to serve the public interest.

Astroline Communications Company intends for the station's top management positions to be held by minorities. Collectively, these minorities shall be the controlling general partners. They shall also hold at least twenty-five percent (25%) of the equity in the station and shall be responsible for the day-to-day operation of the television station.

This form of ownership and management structure has been approved by the Commission in a related context in the past and is entirely consistent with the Commission's minority ownership policy. Anax Broadcasting, Inc., 49 RR 2d 1589 (1981); William M. Barnard, 44 RR 2d 525 (1978).

The Commission dealt squarely with the issue of limited partnerships in its most recent Policy Statement regarding minority ownership of broadcast stations, supra, 52 RR 2d 1301, 1306 (1982). Specifically, the Commission stated:

We will henceforth consider issuing tax certificates and authorizing distress sales in transfer to limited partnerships where the general partner or partners own more than 20 percent of the broadcasting entity and is a member or members of a minority group.

* * *

The minimal ownership requirement of 20 percent was recommended by the Committee as reflecting the realities of the financial and business world. We accept their

The Honorable John M. Fraziak
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recommendation, in this regard, as a realistic threshold.

52 RR 2d 1306 n. 28 (1982).

It is anticipated that Faith Center, Inc. will seek continuance and leave to file a petition for special relief during the prehearing conference scheduled for tomorrow. The undersigned will be present at the hearing to answer any questions you may have concerning this matter.

Sincerely,


Thomas A. Hart, Jr.

Counsel for Astroline
Communications Company

Attachment

TAH/tdh

AGREEMENT

THIS AGREEMENT is made this 29th day of May 1984, by and between Faith Center, Inc., licensee of WHCT-TV, Channel 18 in Hartford, Connecticut, ("Seller") and Astroline Communications Company, a Massachusetts limited partnership ("Buyer"). WHCT-TV, Channel 18 in Hartford, Connecticut is hereinafter referred to as the Station.

1. Sale of Business and Assets of Seller to Buyer.

Subject to the conditions and based upon the representations, warranties and agreements of the parties hereinafter set forth, Seller shall sell, assign, transfer, convey and deliver to Buyer and Buyer shall purchase and acquire from Seller on the Closing Date (as hereinafter defined) all of the licenses and permits issued by the Federal Communications Commission (FCC), call letters, (WHCT-TV) antennas, transmitters, real property and equipment of the Station and all other assets of the Station described herein on an addendum which will be prepared and executed by the parties prior to closing.

The foregoing business, properties and assets to be sold, assigned, transferred, conveyed and delivered to Buyer including, but not limited to, the items specifically referred to above are referred to herein as the "Assets."

2. Purchase Price and Payment; Purchase Price Adjustment; and Allocation of Purchase Price.

(a) The aggregate purchase price to be paid by Buyer to Seller for the Assets shall be Three Million One Hundred Dollars (\$3,100,000) (hereinafter referred to as the "Purchase Price"). The Purchase Price shall be payable by Buyer to Seller at the Closing (as hereinafter defined) as follows:

(i) Buyer shall pay Seller Five Hundred Thousand Dollars (\$500,000) by certified or bank check or by wire transfer;

(ii) Buyer shall deliver to Seller a Promissory Note ("Note") in the principal amount of Two Million Six Hundred Thousand Dollars amortized over ten (10) years. The Note shall be payable monthly, the first installment to be payable one month after the Closing Date and the remaining installments to be paid monthly thereafter. The principal balance from time to time outstanding under the Note shall bear interest at the rate of twelve percent (12%) per annum. The term of the Note shall be for ten years and shall be partially secured by the assets enumerated in trust deed on real property.

(b) The Purchase Price shall be allocated among the Assets according to a Schedule to be determined by the Buyer.

(c) Buyer shall deposit at the Bank of America, Gateway Branch in Glendale, California, \$30,000.00 in escrow towards the cash payment of the Purchase Price, within 30 days of receipt of preliminary approval of the FCC.

JPB (d) Buyer is not and will not assume any liabilities or obligations of Seller. -2-

3. Closing.

(a) The closing of the purchase and sale of the Assets (the "Closing") shall take place at the offices of the Gateway Branch, Bank of America, Glendale, California at 10:00 a.m. The Closing shall take place on August 6, 1984, or any date prior thereto that is mutually agreeable to Buyer and Seller, provided that Buyer shall have the right, exercisable from time to time by written notice to Seller, to postpone the Closing to a date not later than September 14, 1984. If all consents and approvals of the FCC, and all other applicable regulatory agencies and authorities necessary for the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof shall not have been obtained prior to September 14, 1984 and, therefore, the Closing shall not have occurred by such date, then Buyer shall have the right, exercisable by written notice to Seller, to extend the date of the Closing to such date on or before December 31, 1984, which is five (5) business days after the date on which all such consents and approvals shall have been obtained. The date on which the Closing shall occur is referred to herein as the "Closing Date."

(b) Seller and Buyer each agree to pursue diligently the fulfillment of all conditions precedent to the Closing set forth herein and to cooperate in obtaining all consents and approvals necessary for the consummation of the trans-

actions contemplated by this Agreement in accordance with the terms hereof.

4. Instruments to be Delivered at Closing.

(a) At the Closing, Seller shall deliver to Buyer the following documents and instruments duly executed by Seller:

(i) A Bill of Sale and Assignment conveying to Buyer all of Seller's right, title and interest in and to the Assets identified herein or listed in the Addendum.

(ii) Deeds from Seller to Buyer with respect to the real properties included among the Assets;

(iii) Such other instruments of sale, assignment, transfer, conveyance and delivery, as shall be necessary to provide Buyer good and marketable title to all the Assets free of all defects, except real ^{and/or personal} property tax liens previously ^{with JOB} described herein. Twenty four months after closing, Buyer shall have recourse against the tax liens existing against the Assets at closing by reducing the principal payments of the Note by the amount equal to the taxes owed by Seller twenty four months after closing.

(b) At the Closing, against the delivery of the documents described in this Section above, Buyer shall deliver or cause to be delivered to Seller the following instruments, duly executed on behalf of Buyer, and amounts:

(i) Cash, by certified or bank check or wire transfer, in the amount specified in subsection 2(a)(i) above;

(ii) The Note.

5. Representations and Warranties of Seller.

(a) Seller represents and warrants that:

(i) Seller will provide good and marketable title, free and clear of any mortgage, pledge, security interest, lien, charge or other encumbrance, to all real and personal properties included among the Assets except liens for real property taxes assessed and/or ^{due and including those} not yet due and payable; and

(ii) Seller is not in default under any indenture, mortgage, deed of trust, agreement, lease or other instrument or contract to which Seller is a party or by which Seller is bound which has a material adverse effect upon the Assets or the value thereof.

(iii) No consent, approval or authorization of, or declaration or filing with, any governmental agency or authority, except for the approval of the FCC, is required in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby.

(iv) Seller has full power and authority to carry out all the terms, conditions and provisions of this Agreement without the consent of any other person.

(v) From the date of execution of this Agreement until the Closing Date, there will be no material adverse

change in the license, call letters, antenna, transmitter and the other real property and equipment to be attached as addendum 1. For the purposes of this Agreement, a material adverse change shall include, without limitation, any decrease in the value of the Assets by an aggregate amount in excess of \$25,000, ~~or any increase in the amount of the liabilities~~ *20B*

~~of Seller to an aggregate amount of more than \$25,000 and it is understood that all items in Addendum I are purchased by Buyer "as is" and any change in the ordinary course of business is excluded from the scope of this paragraph.~~ *20B*

(vi) The Assets on the Closing Date shall be located *20B*

at the same location in or around Hartford, Connecticut as they are now. *20B*

6. Representations and Warranties of Buyer.

Buyer represents and warrants that:

(a) Buyer is a limited partnership duly organized, validly existing and in good standing under and by virtue of the laws of the State of Massachusetts.

(b) The execution and delivery of this Agreement, the Note and the other Addendums, certificates and documents contemplated or referred to herein which are to be delivered by Buyer have been duly authorized by Buyer's Partners as required under the laws of the State of Massachusetts and no other separate action is required for the approval of this Agreement, the Note or such other agreements, certificates and documents, all of which shall, upon the execution and delivery thereof by Buyer, be valid and binding upon Buyer and enforceable in accordance with their respective terms.

(c) The execution and delivery of this Agreement and the Note by Buyer, and the performance of Buyer in consummating the transactions contemplated by this Agreement and the Note, will not conflict with or result in a violation or breach of, or default under, any terms or provisions of the corporate charter or By-laws of Buyer, or any terms or provisions of any agreement or instrument to which Buyer is a party or by which it is bound.

(d) Except for the approvals of the FCC and other governmental bodies no consent, approval or authorization or declaration or filing is required in connection with the execution or delivery of this Agreement or the Note by Buyer or the consummation by Buyer of the transactions set forth in this Agreement in accordance with the terms hereof.

7. Conditions Precedent to Buyer's Obligations.

All obligations of Buyer under this Agreement are subject to the fulfillment of each of the following conditions on or before the Closing Date, any one or more of which may, from time to time, be waived in writing by Buyer in accordance herewith.

(a) Any representation made by Seller contained herein shall be true and correct on and as of the Closing Date, with the same effect as though such representation were made on and as of such date.

(b) Seller shall have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

(c) All consents and approvals, including approval of the FCC and consents and approvals of all other regulatory agencies or authorities having jurisdiction over the transactions contemplated by this Agreement, shall have been obtained.

8. Conditions Precedent to Seller's Obligations.

All obligations of Seller under this Agreement are subject to the fulfillment of each of the following conditions on or prior to the Closing Date, provided that the condition set forth in subsection (a) may, from time to time, be waived in whole or in part by Seller as provided herein.

(a) The representations and warranties made by Buyer contained herein shall be true and correct on and as of the Closing Date, with the same effect as though such representations and warranties were made on and as of such date.

(b) No other, ruling or regulation (general or specific) of any governmental authority shall have been issued or promulgated, and no judicial or administrative action, which has the purpose or would have the effect of prohibiting the transactions herein contemplated or the effect of

interfering with or materially affecting the right or ability of either party to this Agreement to consummate any such transactions, shall have been taken.

(c) All consents and approvals, of the FCC and consents and approvals of all other regulatory agencies or authorities having jurisdiction over the transactions contemplated by this Agreement, shall have been obtained.

9. Access.

On two occasions prior to the Closing, Seller will give to Buyer and its representatives access during normal business hours to inspect all real and personal property, equipment, and inventory as enumerated on Addendum 1 of the Station; provided, however, that all information and knowledge received by Buyer and its representatives shall be held wholly confidential. Such access shall be made by appointment only and shall be done so in a manner which, under the circumstances, causes a minimum of disruption to the operation of the businesses of the Station. If the transactions contemplated hereby shall not be consummated, all information of every kind, nature and description and all copies of documents provided to Buyer by Seller shall, upon request, be returned to Seller.

Prior to Closing, Buyer shall give to Seller and its representatives financial reports and statements necessary to verify Buyer's financial qualifications to undertake the financial obligations herein described.

10. Negative Covenants of Seller.

Seller covenants that, throughout the period commencing on the date hereof and to and including the Closing Date, unless Buyer shall have otherwise consented in writing and except as otherwise specifically allowed by this Agreement, Seller will not:

(a) Enter into or negotiate with any other party or entity an agreement for the sale of the Station.

(b) Enter into any indenture, mortgage, agreement, understanding or commitment, written or oral, which is binding on Buyer after the Closing Date.

11. Bulk Sales Law.

Buyer hereby waives compliance by Seller with the Bulk Sales Laws of the State of Connecticut and any other jurisdiction in which any of the Assets are located in connection with the consummation of the transactions contemplated by this Agreement. Seller hereby agrees to indemnify Buyer against and hold Buyer harmless from any and all liabilities, claims, obligations or expenses which Buyer may incur or to which Buyer may be subjected or which may be asserted against any of the Assets by reason of the failure of Seller to comply with the requirements of any such Bulk Sales Laws with respect to the consummation of such transactions.

12. Casualty Losses.

Anytime following execution of this Agreement, Buyer shall have the right to fully insure the Station and its real

or personal property against any casualty loss, destruction or damage to any of the Assets of this transaction. Insurer shall have no more right of access than enumerated in Section 9.

13. Brokers.

Buyer and Seller represent and warrant to each other that the transactions contemplated hereby have been and shall be carried on by Buyer directly with Seller and in such manner as not to give rise to any valid claims against either of the parties hereto for a brokerage commission, finder's fee or other like payment and each of them agrees to indemnify and hold the other harmless from and against any claims for brokerage commissions or finder's fees insofar as such claims shall be alleged to be based upon arrangements or agreements made by it. Such indemnity shall include the cost of reasonable counsel fees in connection with the defense of any such claims.

14. FCC and Other Regulatory Approvals.

Seller will select and retain counsel to cooperate with Buyer and Buyer's counsel to obtain all necessary consents and approvals of California regulatory authorities. Buyer will select and retain counsel to obtain all necessary consents and approvals of the FCC and Connecticut regulatory authorities.

15. Expenses.

Buyer and Seller shall be responsible for the payment of the fees of their respective counsel, accountants, consultants and other advisors in connection with this Agreement and the transactions provided for herein.

16. Nondisclosure of Confidential Information.

Seller shall forever maintain the confidentiality of all commercial, financial and technical information of which Seller became aware as a result of ownership of the Assets and the conduct of his business in the Station.

17. Non-Competition.

In consideration of the covenants made herein, Seller agrees that for a period of three (3) years from the Closing Date, it will not, directly or indirectly, own, manage, or operate, any television station which is in competition with the Station to be acquired by Buyer from Seller within a seventy five (75) mile radius of Hartford, Connecticut.

18. Additional Documentation.

Upon the request of Buyer, Seller shall from time to time execute and deliver documents, make all lawful oaths, testify in all proceedings and do all other acts which may be necessary to perfect the record or confirm the title of Buyer to any of the Assets, to transfer and assign any of the Assets described herein and enumerated in Addendum 1.

19. Survival of Representations and Warranties.

All representations and warranties made by Seller and Buyer under this Agreement in connection with the transactions contemplated hereby or in any certificate, schedule or other instrument delivered pursuant hereto shall survive the Closing for a period ending on the twenty four month anniversary of the Closing Date provided that all claims brought within such twenty four months period or of which either party shall have notified the other party within such twenty four month period shall survive such twenty four month anniversary of the Closing Date.

20. Indemnification.

(a) Seller shall indemnify and hold harmless Buyer from and against any and all loss, damage, liability and expense, including attorneys' fees, resulting from or arising out of:

(i) taxes levied, imposed, or assessed by any federal, state or local governmental authority with respect to the income or operation of the Station for any period on or prior to the Closing Date pursuant to the procedures outlined in Section 4(a)(iii) above.

(ii) liabilities or claims against Seller or Buyer arising out of occurrences or transactions involving Seller and occurring on or before the Closing Date except ^{and/or personal use 30B} real property taxes which are the subject of litigation and

subject to recourse pursuant to paragraph 4(a)(iii).

(b) Buyer shall indemnify and hold harmless Seller from any and all loss, damage, liability and expense, including attorneys' fees, resulting from liabilities and ~~claims that are covered by Buyer in accordance with the terms of this Agreement.~~ *arising after the closing date.* In connection with such indemnification, Seller shall look solely to Buyer and will not seek indemnification from any partner, officer, employee, agent or other entity or person affiliated with Buyer.

21. Remedies.

In the event that Seller or Buyer fails to close hereunder although all conditions precedent to that party's obligation to close have been fulfilled or duly waived by such party, the non-defaulting party shall be entitled, in addition to any and all other remedies which it may have at law or in equity, to receive actual damages which result from the default or breach of the terms and provisions of this Agreement by the other party. However, neither party to this Agreement shall be liable for any consequential, indirect or special damages. In the event of litigation brought by either party for specific performance of this Agreement, or damages for a breach hereunder, the prevailing party in such litigation shall be entitled to reimbursement of its expenses, including reasonable attorneys' fees, incurred in enforcing its rights hereunder.

22. Notices.

All notices and communications under this Agreement shall be in writing and if to Buyer shall be hand-delivered or mailed by registered or certified mail, first class postage prepaid, return receipt requested, to: Fred J. Boling, Astroline Company, 855 Broadway, P.O. Box 989, Saugus, Massachusetts 01906; and copies to Collier, Shannon, Rill & Scott, 1055 Thomas Jefferson Street, N.W., Suite 308, Washington, D.C. 20007, Attn: Thomas A. Hart, Jr., Esq.; and Peabody & Brown, 1 Boston Place, Boston, Massachusetts, ⁰²¹⁰⁸ Attn: William Lance, Esq.; and if to Seller, shall be hand-delivered or mailed by registered or certified mail, first class postage prepaid, return receipt requested to: Faith Center Church, Glendale, California 91205, Attn: Board of Directors, and copies to Edward L. Masry, Esq.; 15495 Ventura Boulevard, Sherman Oaks, California 91403, and Kenneth E. Roberson, Esq., 1615 S. Glendale Avenue, Glendale, California 91205 or such other address as either party may furnish to the other by notice in accordance with this Agreement.

23. Binding Effect and Assignment.

This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. Neither Buyer nor Seller may assign this Agreement or any rights or obligations hereunder prior to the Closing.

24. Counterparts.

This Agreement may be executed in two or more counterparts, each of which, when so executed and delivered shall be an original instrument, but such counterparts, together, shall constitute a single Agreement.

25. Entire Agreement and Amendments.

This Agreement, including the Exhibits and Schedules referred to herein, contains the entire understandings and agreement of the parties hereto with respect to the subject matter contained herein and may be amended only by a written instrument executed by Seller and Buyer or their respective heirs, successors or assigns. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein.

26. Governing Law.

This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of California and Buyer and Seller agree to submit to the jurisdiction of the courts of the State of California and agree that service of process may be made in the manner approved for notices in Section 22 of this Agreement.

27. Headings and Table of Contents.

Section headings and the Table of Contents are inserted for convenience and do not form part of this Agreement.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement in their respective names in person or by their duly authorized officers or agents, and have caused to have affixed seals hereto as of the day and year first above written.

SELLER:

Faith Center, Inc.

By *Eugene Scott*
W. Eugene Scott, President/Pastor

By *Edward L. Masry*
Edward L. Masry, General Counsel

The above-signed Edward L. Masry appeared before me and signed the document in my presence on this ___ day of May ___, 1984.

NOTARY PUBLIC

My commission expires _____

BUYER:

Astroline Communications Company by
W/ACT MANAGEMENT INC - GENERAL PARTNER

By *Fred J. Boling*
Fred J. Boling, PRESIDENT
5-25-84

The above-signed Fred J. Boling appeared before me and signed the document in my presence on this 29th day of May ___, 1984.

Kendall Utter
NOTARY PUBLIC

My Commission Expires June 15, 1985
My Commission expires _____

ADDENDUM

It is hereby agreed that the property being transferred shall include all of the equipment that has been previously enumerated and exhibited in the previous distress sale applications on file with the FCC and ~~that~~ *JB* ~~portion~~ of the real property upon which the transmitter is located. *JB*

It is understood by the parties that reasonable wear and tear of the equipment is expected. *JB*

THE FIRST NATIONAL BANK OF BOSTON

DAVID K. MCKOWN
First Vice President

May 15, 1984

Edward L. Masry, Jr., Esquire
Counsel for Faith Center
15495 Ventura Boulevard
Sherman Oaks, CA 91403

Re: WHCT-TV, Channel 18, Hartford, Connecticut

Dear Mr. Masry:

We understand that you have requested verification of the financial qualifications of Astroline Company prior to entering into negotiations with them regarding the acquisition of the license and facilities of WHCT-TV, Channel 18 in Hartford, Connecticut.

The First National Bank of Boston has considerable experience working with Fred Boling and the other partners of Astroline. They have an excellent credit rating and relationship with our Bank. They also have honored all commitments that have been made to us in the past.

Upon review of Astroline's accounts with us, they have sufficient net liquid assets on deposit or readily available from other sources to cover the proposed transaction which involves a \$500,000 cash payment at closing to your client.

Assuming the discussions between your client and Astroline develop further, we are willing and prepared to work with you in the future to provide the additional information necessary to verify Astroline's financial qualifications. If you would like to discuss this matter in greater detail, please feel free to contact me.

Sincerely,

David K. McKown

RC 012743

DKM:PFW

PEABODY & BROWN
ONE BOSTON PLACE
BOSTON, MASSACHUSETTS 02108
TELEPHONE (617) 723-2700

COPY

TELECOPIER COVER LETTER

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: THOMAS HART
LOCATION: (202) 338-5534
FROM: WILLIAM C. LANCE
LOCATION: PEABODY & BROWN, BOSTON

TOTAL NUMBER OF PAGES 8 INCLUDING COVER LETTER

WE ARE TRANSMITTING ON THE FOLLOWING SPEED 4, 6

DATE: MAY 29, 1984
TIME: _____

RECEIVED
MAY 29 1984
CSR & S

IF YOU DO NOT RECEIVE ALL THE PAGES PLEASE CALL BACK AS SOON AS POSSIBLE. ALSO PLEASE PICK UP AFTER LAST PAGE:

PHONE: 617-723-2700 ext. 170

RC 012744

TELECOPIER OPERATOR _____

COOL ASTCO-2

REGISTRATION DIVISION

The Commonwealth of Massachusetts

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE

MICHAEL JOSEPH CONNOLLY, Secretary

ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 156B)

Incorporators

NAME

POST OFFICE ADDRESS

Include given name in full (in case of natural persons); in case of a corporation, give state of incorporation.

Carter S. Bacon, Jr.

Peabody & Brown
One Boston Place
Boston, MA 02108

The above-named incorporation(s) do hereby associate (themselves) with the intention of forming a corporation under provisions of General Laws, Chapter 156B and hereby state:

1. The name by which the corporation shall be known is:

WECT MANAGEMENT, INC.

2. The purpose for which the corporation is formed is as follows:

To acquire, own and operate television and radio stations; to engage in any other aspect of the telecommunications business; to engage in any other activities incidental to the foregoing; and to be a general or limited partner of any partnership engaged in any of the foregoing.

(SEE PAGES 2A AND 2B ANNEXED)

0000

RC 012745

REGISTRATION DIVISION
MAY 29 1972

505 510

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be contained on one sheet so long as each article requiring each such addition is clearly indicated.

WHCT MANAGEMENT, INC.
Articles Of Organization

2A

To carry on a general mercantile business in any state or territory of the United States and any foreign country.

To act for others as agent, broker, factor, manager or in any other lawful manner and to join with others in any enterprise.

To buy, lease or otherwise acquire, hold, improve, maintain, supervise, operate, exchange, sell, lease, pledge, mortgage, or otherwise dispose of real estate or interests therein, in any state or territory of the United States and any foreign country.

To subscribe for, buy, acquire, hold, sell, assign, transfer, mortgage, pledge, or otherwise dispose of, and to deal in, stocks, bonds, notes, obligations and securities of any corporations, joint stock companies, trusts, associations, firms or persons and the bonds and securities of the United States, and of any state thereof, and of any county, district or municipality and of any agency of any of the foregoing and of any foreign government or agency, and as owner thereof to exercise all rights, powers and privileges of ownership, including, without limitation, the right to vote.

To acquire the good will and property of any corporations, joint stock companies, trusts, associations, firms or persons, and to undertake, guarantee, endorse or assume the whole or any part of the obligations or liabilities thereof, including, without limitation, leases and contracts.

To borrow money and to make and issue bonds, debentures, notes and evidences of indebtedness of the corporation and to secure the same by the mortgage, pledge, or other transfer of all or any part of its properties.

To lend money or credit to, to guarantee the performance of any contract or obligations, and to aid in any other manner, corporations, joint stock companies, trusts, associations, firms and persons, any obligation of which or any interest in which is held by the corporation, or in the affairs of prosperity of which this corporation has an interest; and to secure any such undertaking made by it by the mortgage, pledge or other transfer of all or any part of its properties.

To acquire, hold, use, sell, assign, grant licenses in respect of, mortgage or otherwise dispose of, any and all trade marks, trade names, formulas, secret processes, franchises, and any and all inventions, improvements, letters, patents, or copy rights of the United States or of any other country.

WHCT MANAGEMENT, INC.
Articles Of Organization

28

To purchase or otherwise acquire, and to hold, sell, assign transfer, mortgage, pledge, or otherwise dispose of and deal in, the stock of the corporation.

To be a general or a limited partner in any partnership or a joint venturer in any joint venture provided that the business of such partnership or of such joint venture is a business in which this corporation has the power to engage.

To do any or all of the things herein set forth to the same extent as natural persons might or could do in any part of the world as principals, agents, or otherwise, and either alone or with others, and to do every act and thing necessary, convenient or proper for the accomplishment of any of the purposes or the attainment of any of the objects herein enumerated, or incidental to any of the powers herein stated, provided the same be not inconsistent with the laws of the Commonwealth of Massachusetts applicable to business corporations.

The foregoing clauses shall be construed both as objects and powers, and it is expressly intended that no specific enumeration shall restrict in any way any general language, that none of the purposes set forth in any of the above clauses shall be limited or restricted in any way by the terms of any other clause, that each purpose may be pursued independently of any other purpose from time to time and wherever deemed desirable, and that the corporation shall have and possess all the rights, privileges and powers now or hereafter conferred by the laws of the Commonwealth of Massachusetts upon business corporations organized under such laws.

WICT MANAGEMENT, INC.

6A

(a) The directors may make, amend or repeal the By-Laws in whole or in part, except with respect to any provision thereof which by law or the By-Laws requires action by the stockholders.

(b) Meetings of the stockholders may be held anywhere in the United States.

(c) The corporation may be a partner, either general or limited, in any business enterprise it would have the power to conduct by itself.

(d) The directors shall have the power to fix from time to time their compensation. No person shall be disqualified from holding any office by reason of any interest. In the absence of fraud, any director, officer or stockholder of the corporation individually, or any concern in which any such director, officer or stockholder has any interest, may be a party to, or may be pecuniarily or otherwise interested in, any contract, transaction or other act of this corporation, and

(1) Such contract, transaction or act shall not be in any way invalidated or otherwise affected by that fact;

(2) No such director, officer or stockholder shall be liable to account to this corporation for any profit or benefit realized through any such contract, transaction or act; and

(3) Any such director of this corporation may be counted in determining the existence of a quorum at any meeting of the directors or of any committee thereof which shall authorize any such contract, transaction or act, and may vote to authorize the same.

For the purposes of this paragraph (d), the term "interest" shall mean personal interest and interest as a director, officer, stockholder, shareholder, employee, trustee, member or beneficiary of any concern; and the term "concern" shall mean any corporation, association, trust, partnership, firm, person or other entity other than this corporation.

- 7. By laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected.
- 8. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, from more than 60 days after the date of filing.
- 9. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.
 - a. The post office address of the initial principal office of the corporation of Massachusetts is:
855R Broadway, Saugus, MA 01906
 - b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows.

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Fred J. Boling, Jr.	24 Topbet Road Lynnfield, MA	855R Broadway Saugus, MA 01906
Treasurer:	Fred J. Boling, Jr.	See above	See above
Clerk:	William C. Lance	518 Chestnut St. Waban, MA 02168	One Boston Place Boston, MA 02108
Directors:	Herbert A. Sostak	65 East India Row Boston, MA	855R Broadway Saugus, MA 01906
	Fred J. Boling, Jr.	See above	See above
	Richard H. Gibbs	30 Little Point Swampscott, MA	See above
	Joel A. Gibbs	3 Hilltop Drive Methuen, MA	See above

- c. The date initially adopted on which the corporation's fiscal year ends is:
June 30
- d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is:
Third Wednesday in October
- e. The name and business address of the resident agent, if any, of the corporation is:

IN WITNESS WHEREOF and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this 29th day of May, 1964

Carter S. Bacon, Jr.
 Carter S. Bacon, Jr., Incorporator

RC 012749

845514

The signature of each incorporator which is not a natural person must be an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on his behalf to sign these Articles of Organization.

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ [blank] having been paid, said articles are deemed to have been filed with me this [blank] day of [blank] 19 [blank]

Effective date

MICHAEL JOSEPH CONNOLLY
Secretary of State

PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT TO BE FILLED IN BY CORPORATION

TO: Lois E. O'Connor
Peabody & Brown
.....
One Boston Place
.....
Boston, MA 02108
.....
Telephone (617) 723-8700
.....

RC 012750

FILING FEE: 1/20 of 1% of the total amount of the authorized capital stock with par value, and one cent a share for all authorized shares without par value, but not less than \$150 General Laws, Chapter 156B. Shares of stock with a par value less than one dollar shall be deemed to have par value of one dollar per share.

Copy Made

515

Commission Use Only

File No.

United States of America
Federal Communications Commission
Washington, D.C. 20554

Approved by OMB
3060-0031
Expires 3/31/86

APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE
(Carefully read instructions before filling out form — RETURN ONLY FORM TO FCC)

Section I

GENERAL INFORMATION

Part I — Assignor

1. Name of Assignor

Faith Center, Inc.

Street Address

City

1,615, South, Glendale, Ave. Glendale

State

Zip Code

Telephone No.

(Include area code)

C,a

9,1,2,0,5

(818) 246-8121

2. Authorization which is proposed to be assigned

(a) Call letters

WHCT

Location

Hartford, Connecticut

(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 Exhibit No. _____ the showing required by Section 73.3597.

3. Call letters of any Remote Pickup, STL, SCA, or other stations which are to be assigned:

KCE-21

WRN-75

4. Is the information shown in assignor's Ownership Reports (FCC Form 323 or 323-E) now on file with the Commission true and correct as of this date?

YES NO

If No, attach as Exhibit No. _____ an Ownership Report supplying full and up-to-date information.

5. Attach as Exhibit No. 1 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.

6. State in Exhibit No. 2 whether the assignor, or any partner, officer, director, member of the assignor's governing board or an stockholder owning 10% or more of the assignor's stock: (a) have 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 dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving date; (iii) call letters or file number of application; or docket number; (iv) location.

RC 001803

PBS 001385

0001054

Part I—Assignor

7. Since the filing of the assignor's last renewal application for the authorization being assigned, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? YES NO

If Yes, attach as Exhibit No. _____ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

Section I

GENERAL INFORMATION

Part II — Assignee

1. Name of Assignee

Astroline Communications Company Limited Partnership

Street Address (or other identification)

City

8, 55, R, B, r, o, a, d, w, a, y, S, a, u, g, u, s,

State

Zip Code

Telephone No.

MA

0, 19, 0, 6

(Include area code)

(617) 231-1400

- 2. Does the contract submitted in response to Question 5, Part I of Section I embody the full and complete agreement between the assignor and assignee? [X] YES [] NO

If No, explain in Exhibit No. _____.

Section II

ASSIGNEE'S LEGAL QUALIFICATIONS

1. Assignee is:

[] an individual

[] a general partnership

[X] a limited partnership

[] a corporation

[] other

- 2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in Exhibit No. _____ the nature of the applicant.

CITIZENSHIP AND OTHER STATUTORY REQUIREMENTS

YES NO

- 3. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? [X] []

- (b) Will any funds, credit, etc., for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents? [] [X]

If Yes, provide particulars as Exhibit No. _____.

0001030

RC 001866

PBS 001361

ASSIGNEE'S LEGAL QUALIFICATIONS

- | | YES | NO |
|---|--------------------------|--------------------------|
| 4. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony, antitrust, unfair competition, fraud, unfair labor practices, or discrimination? | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4.(a)? | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to (a) or (b) above is Yes, attach as Exhibit No. _____, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter. Information called for by this question which is already on file with the Commission need not be refiled provided: (1) the information is now on file in another application or FCC form filed by or on behalf of the assignee; (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 assignee states, "No change since date of filing."

ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I PARTIES TO APPLICATION

5. (a) Complete Table I with respect to the assignee. (Note: 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).

INSTRUCTIONS: If applicant is an individual, fill out column (a) only. If applicant is a partnership, fill out columns (a), (b) and (d), state as to each general or limited partner (including silent partners) (a) name and residence, (b) nature of partnership interest (i.e., general or limited), and (d) percent of ownership interest. If applicant is a corporation or an unincorporated association with 50 or fewer stockholders, stock subscribers, holders of membership certificate or other ownership interest, fill out all columns, giving the information requested as to all officers, directors and members of governing board. In addition, give the information as to all persons or entities who are the beneficial or record owners of or have the right to vote capital stock, membership or owner interest or are subscribers to such interests. If the applicant has more than 50 stockholders, stock subscribers or holders of membership certificates or other ownership interests, furnish the information as to officers, directors, members of governing board, and all persons or entities who are the beneficial or record owners of or have the right to vote 1% or more of the capital stock, membership or owner interest except that if such entity is a bank, insurance company or investment company (as defined by 15 U.S.C. §80a-3) which does not invest for purposes of control, the stock, membership or owner interest need only be reported if 5% or more

Applicants are reminded that questions 5 through 7 of this Section must be completed as to all "parties to this application" as that term is defined in the instructions to Section II of this form.

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M) Voting Interest (V)
		YES	NO	
(a)	(b)	(c)		(d)
Richard P. Ramirez 39 Chestnut Street Boston, MA 02108	General Partner			21%(O) 70%(VI)
WHCT Management, Inc. 855R Broadway Saugus, MA 01906	General Partner			9%(O) 30%(VI)
Astroline Company 855R Broadway Saugus, MA 01906	Limited Partner			70%(O)
Herbert A. Sostek 65 E. India Row #21-F Boston, MA 02110	General and Limited Partner of Astroline Company			*
Fred J. Boling, Jr. 24 Tophet Road Lynnfield, MA 01940	General and Limited Partner of Astroline Company			*

* See Exhibit No. 3

PBS 001357
0001026

ASSIGNEE'S LEGAL QUALIFICATIONS

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 5. (b) Does the applicant or any party to this application, own or have any interest in a daily newspaper or cable television system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Does the applicant or any party to this application have an ownership interest in, or is an officer, director or partner of, an investment company, bank, or insurance company which has an interest in a broadcast station, cable system or daily newspaper? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to questions 5(b) or (c) is Yes, attach as Exhibit No. _____, a full disclosure concerning persons involved, the nature of such interest, the media interest and its location.

OTHER BROADCAST INTERESTS

- | | | |
|--|-------------------------------------|-------------------------------------|
| 6. Does the applicant or any party to this application have any interest in or connection with the following? | | |
| (a) an AM, FM or TV broadcast station? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) a broadcast application pending before the FCC? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. 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? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) an application which has been denied by the Commission? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) a broadcast station, the license which has been revoked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) an application in any Commission proceeding which left unresolved character issues against the applicant? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (e) If the answer to any of the questions in 6 or 7 is Yes, state in Exhibit No. <u>4</u> , the following information: | <input type="checkbox"/> | <input type="checkbox"/> |
| (i) Name of party having such interest; | | |
| (ii) Nature of interest or connection, giving dates; | | |
| (iii) Call letters of stations or file number of application, or docket number; | | |
| (iv) Location. | | |
| 8. (a) Are any of the parties to this application related to each other (as husband, wife, father, mother, brother, sister, son or daughter)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (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 or pending application? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to (a) or (b) above is Yes, attach as Exhibit NoS 3 & 4, 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.

PBS 001358

0001027

FCC 314 (Page 7)
March 1983

SECTION IV

ASSIGNEE'S PROGRAM SERVICE STATEMENT

FOR AM AND FM APPLICANTS

NOT APPLICABLE

1. Attach as Exhibit No. _____ a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

FOR TELEVISION APPLICANTS

2. Ascertainment of Community Needs.
- A. State in Exhibit No. 7A the methods used by the applicant to ascertain the needs and interests of the public served by the station. Such information shall include (1) identification of representative groups, interests and organizations which were consulted and (2) the major communities or areas which applicant principally undertakes to serve.
- B. Describe in Exhibit No. 7B the significant needs and interests of the public which the applicant believes its station will serve during the coming license period, including those with respect to national or international matters.
- C. List in Exhibit No. 7C typical and illustrative programs or program series (excluding Entertainment and News) that applicant plans to broadcast during the coming license period to meet those needs and interests.
3. State the minimum amount of time, between 8:00 a.m. and midnight, the applicant proposes to normally devote each week to the program types listed below (see definitions in instructions). Commercial matter, within a program segment, shall be excluded in computing the time devoted to that particular program segment, e.g., a 15-minute news program containing three minutes of commercial matter, shall be computed as a 12-minute news program.

	HOURS	MINUTES	% of TOTAL TIME ON AIR
NEWS	<u>7</u>	_____	<u>5.56%</u>
PUBLIC AFFAIRS	<u>10</u>	_____	<u>7.94%</u>
ALL OTHER PROGRAMS (Exclusive of Sports and Entertainment)	<u>15</u>	_____	<u>11.90%</u>
LOCAL PROGRAMMING	<u>15</u>	_____	<u>11.90%</u>

4. State the maximum amount of commercial matter the applicant proposes to allow normally in any 60-minute segments: 16 min/hr.
5. State the maximum amount of commercial matter the applicant proposes to allow normally in a 60-minute segment between the hours of 6 p.m. to 11 p.m. (5 p.m. to 10 p.m. Central and Mountain Times): 16 min/hr.
- (a) State the number of hourly segments per week this amount is expected to be exceeded, if any: -0-
6. State in Exhibit No. _____, in full detail, the reasons why the applicant would allow the amount of commercial matter stated in Question 4 and 5 above to be exceeded.
- The applicant does not anticipate that the above-stated amounts will be exceeded.

PBS 001359

0001028

FCC 314 (Page 9)
March 1983

RC 001864

SECTION V

ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

YES NO

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

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

SECTION VI

Part I - Assignor

ASSIGNOR'S CERTIFICATION

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules? 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 Section 1.65 of the Commission's Rules, 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 IMPRISONMENT
U.S. CODE, TITLE 18, Section 1001

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.

Signed and dated this 22nd day of June, 1984

Faith Center, Inc.

Name of Assignor



Signature
W. Eugene Scott

Title
Pastor - President

PBS 001387

0001056

RC 001805

SECTION VI

Part II — Assignee

ASSIGNEE'S CERTIFICATION

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 of 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 Section 1.65 of the Commission's Rules, the ASSIGNEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

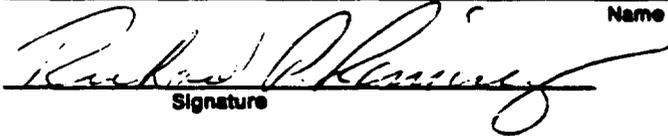
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.

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.

Signed and dated this 26th day of June 19 84

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

Name of Assignee



Signature

General Partner

Title

PBS 001360

FCC 314 (Page 12)
March 1983

0001029

RC 001865

000047

EXHIBIT 1

Agreement To Assign The Property And Facilities Of The Station WHCT.

PBS 001388

0001057

RC 001806

EXHIBIT 2QUESTION 6PRIOR BROADCAST INTERESTS

Faith Center, Inc. is the former licensee of the following broadcasting facilities: KHOF-TV, San Bernardino, California; KVOF-TV, San Francisco, California; and KHOF-FM, Los Angeles, California. The applications for renewal of these licenses were dismissed as follows:

1. The application to renew the license of KHOF-TV was dismissed on March 17, 1980. Faith Center, Inc., 82 FCC 2d 1 (1980). On May 24, 1983, KHOF-TV went off the air. Presently, the permanent authorization for this channel is pending comparative hearing among numerous competing applicants.

2. Similarly, an application to assign the KVOF-TV license was dismissed (BALCT-800425KN), and three competing applications were filed for this facility. The case is currently in the United States Court of Appeals. Faith Center, Inc. v. FCC, 841085; D.C. Circuit.

3. Finally, by Memorandum Opinion and Order (FCC 82M-2746), released September 13, 1982, the Administrative Law Judge dismissed the application of KHOF-FM with prejudice. This case is currently in the United States Court of Appeals. Faith Center, Inc. v. FCC, 832295; D.C. Circuit.

EXHIBIT NO. 3

The assignee is a Massachusetts limited partnership having two General Partners, Richard Ramirez and WHCT Management, Inc., and one Limited Partner, Astroline Company. The affairs of the assignee are managed solely by the General Partners and all questions are decided by the majority vote of the holders of general partnership interests, who vote in accordance with their respective ownership interests in the assignee (such interests are referred to in Table 1 as "Voting Interests"). Thus, Mr. Ramirez, having a 70% Voting Interest in the assignee, has complete voting control of the management of the affairs of the assignee.

Astroline Company, the sole Limited Partner of the assignee is a Massachusetts limited partnership having the General and Limited Partners set forth on Table 1. In addition to its limited partnership interest in the assignee, Astroline Company is also the owner of all of the outstanding Common Stock of WHCT Management, Inc. Each of the five partners of Astroline Company has a 20% Ownership Interest in Astroline Company. Each of the four General Partners of Astroline Company has a 25% Voting Interest.

Three of the partners of Astroline Company, Joel A. Gibbs, Richard H. Gibbs and Randall L. Gibbs, are brothers.

EXHIBIT NO. 4

OTHER BROADCAST INTERESTS

Astroline Company holds a 25% limited partnership interest in Spectrum Telecommunications Associates, an Illinois limited partnership and an applicant for the license to construct, own and operate UHFTV broadcast station Channel 46 in East Saint Louis, Illinois. An application was filed on behalf of Spectrum with the Commission on January 27, 1982 and has been assigned file number BPCT-820127KJ.

Astroline Company also holds interests in two pending applications for licenses to construct and operate cellular mobile radio systems. Astroline Company holds an 80% general partnership interest in Celltronics of New Bedford ("CNB"), a Massachusetts general partnership. CNB filed a license application with the Commission on March 8, 1983 which has been assigned file number 27128-CL-P-83. Astroline Company also holds a 47.5% general partnership interest in Celltronics of West Palm Beach ("CWPB"), a Florida general partnership. CWPB filed a license application with the Commission on March 8, 1983 which has been assigned file number 27129-CL-P-83.

In addition, Astroline Company filed an application with the Commission on , 1983 for a license to provide a multipoint distribution service in East Saint Louis, Illinois, which application has been assigned file number .

PBS 001367

RC 001872

0001036

EXHIBIT NO. 5

Affidavit dated May 29, 1984, of Fred J. Boling, Jr.

Affidavit dated May 29, 1984, of Richard P. Ramirez.

PBS 001368

0001037

RC 001873

AFFIDAVIT

I, Fred J. Boling, Jr., being duly sworn, hereby state that:

I am the President of WHCT Management, Inc., a Massachusetts corporation having its office at 855 Broadway, Saugus, Massachusetts ("WHCT Management").

WHCT Management is a General Partner in the Astroline Communications Company Limited Partnership, a Massachusetts limited partnership (the "Partnership"). As a General Partner, WHCT Management holds a nine percent (9%) Partnership Interest in the Partnership. The other General Partner in the Partnership is Richard P. Ramirez, who holds a twenty-one percent (21%) Partnership Interest as a General Partner. The Astroline Company, another Massachusetts limited partnership, is the sole Limited Partner in the Partnership and as such holds the remaining seventy percent (70%) Partnership Interest.

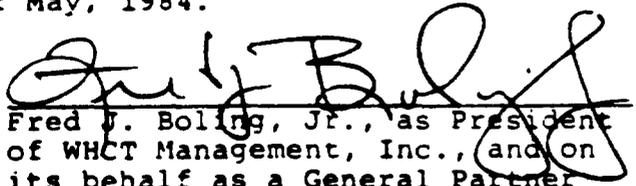
The Partnership has entered into an Agreement dated May 29, 1984 with Faith Center, Inc., the licensee of WHCT-TV, Channel 18, in Hartford, Connecticut (the "Station"), providing for the acquisition of the Station by the Partnership from Faith Center, Inc., on the terms and conditions set forth therein, including the receipt of all regulatory approvals by the Federal Communications Commission required therefor.

I hereby confirm that the Partnership and WHCT Management, in furtherance of the minority ownership policies of the Federal

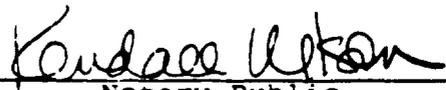
0001038

Communications Commission, and in order to provide greater diversity in the ownership and operation of the Station and its program content, are seeking and will continue to seek one or more additional minority management personnel to participate in the ownership and operation of the Station, including in particular one or more black persons; and that WHCT Management is prepared and intends to transfer up to four percent (4%), or four-ninths (4/9), of the nine percent (9%) Interest held by it in the Partnership as a General Partner to such additional minority personnel, so that the total Interest in the Partnership held by minority personnel participating in the management and control of the Partnership, after taking into account the twenty-one percent (21%) Interest now held by Mr. Ramirez, will be as much as twenty-five percent (25%) of all of the Partnership Interests.

Executed this 29th day of May, 1984.


 Fred J. Boling, Jr., as President
 of WHCT Management, Inc., and on
 its behalf as a General Partner
 of Astroline Communications
 Company Limited Partnership

Subscribed and sworn to
 before me this 29th day
 of May, 1984


 Notary Public
 My Commission Expires June 14, 1984
 My Commission Expires ~~June 14, 1984~~

AFFIDAVIT

Richard P. Ramirez, being duly sworn, deposes and states that the following is true and correct based on my information, knowledge and belief:

1. I am a General Partner of Astroline Communications Company Limited Partnership ("Astroline Communications Company"), a Massachusetts limited partnership.

2. Astroline Communications Company has entered into an agreement to purchase from Faith Center, Inc., as a distress sale property, the assets of WHCT-TV, a television station operating on Channel 18 in Hartford, Connecticut.

3. Astroline Communications Company is a qualified minority purchaser as defined by the Federal Communications Commission Statement of Policy on Minority Ownership of Broadcasting Facilities, 68 FCC 2d 979 (1981), as revised, 52 RR 2d 1301 (1982).

4. I attest that the statements contained in the foregoing Affidavit are true and correct to the best of my knowledge and belief.

City of Washington) ss:
District of Columbia)


Richard P. Ramirez

Subscribed and sworn to me this 29th day of May 1984.


Notary Public

My Commission Expires:
My Commission Expires January 31, 1985

EXHIBIT NO. 6

Affidavit dated May 29, 1984, of Fred J. Boling, Jr.

Letter dated June 25, 1984, from The First National Bank of Boston to Astroline Communications Company Limited Partnership.

Letter dated June 26, 1984, from Astroline Company to Astroline Communications Company Limited Partnership.

PBS 001372

0001041

RC 001877

AFFIDAVIT

Fred J. Boling, Jr., being duly sworn, deposes and states that the following is true and correct based on my information, knowledge and belief:

1. I am the President of WHCT Management, Inc. ("WHCT Management"), a Massachusetts corporation having its office at 855 Broadway, Saugus, Massachusetts 01906.

2. WHCT Management is a General Partner in Astroline Communications Company Limited Partnership ("Astroline Communications Company"), a Massachusetts limited partnership.

3. Astroline Communications Company has agreed to purchase station WHCT-TV, -Channel 18, Hartford, Connecticut from Faith Center, Inc. for \$3.1 million in accordance with the distress sale procedures enunciated in the Federal Communications Commission Statement of Policy on Minority Ownership of Broadcasting Facilities, 68 FCC 2d 979 (1981), as revised, 52 RR 2d 1301 (1982).

4. Astroline Communications Company has sufficient net liquid assets on hand or available from committed sources to purchase the station, make capital improvements in the facilities and operate the station for at least three months without commercial revenue.

5. Astroline Communications Company can and will meet all contractual requirements as to the loans, collateral, guarantees and capital improvements relating to this transaction.

7. Astroline Communications Company has neither directly nor indirectly paid nor promised to pay any further consideration to the Seller, Faith Center, Inc., other than that reflected in the Agreement entered into between the parties on May 29, 1984.

8. I attest that the statements contained in the foregoing Affidavit are true and correct to the best of my knowledge and belief.

City of Washington) ss:
District of Columbia)


Fred J. Boling, Jr.

Subscribed and sworn to me this 29th day of May 1984.


Notary Public

My Commission Expires:
My Commission Expires January 31, 1989

PBS 001373

RC 001878

0001042


BANK OF BOSTON

June 25, 1984

Mr. Richard P. Ramirez
 General Partner
 Astroline Communications
 Company Limited Partnership
 855R Broadway
 Saugus, MA 01906

Mr. Fred J. Boling, Jr.
 President
 WHCT Management, Inc.
 General Partner
 Astroline Communications
 Company Limited Partnership
 855R Broadway
 Saugus, MA 01906

Dear Messrs. Ramirez and Boling:

We understand that Astroline Communications Company Limited Partnership ("Astroline"), a Massachusetts limited partnership, has entered into an agreement to purchase the assets of WHCT-TV, Channel 18, Hartford, Connecticut from Faith Center, Inc., for \$3,100,000.

Subject to the conditions of the next paragraph, we are willing and prepared to offer Astroline a ten million dollar (\$10,000,000) line of credit anytime after the Federal Communications Commission ("Commission") approves the distress sale of the assets of WHCT to Astroline. The loan shall be used to cover all or part of the costs relating to renovating the facilities and operation WHCT as a full-time commercial television station.

As you know, the exact pricing, conditions and terms of amortization of a commitment of this type will be determined when we receive a formal loan application from Astroline. I anticipate that the loan will be approved by our Credit Committee, and interest will be accrued on this line of credit at a floating rate equal to one percent (1%) above the prime rate at the time monies are drawn. The loan amount will be repaid in interest only quarterly installments over a nine-month renovation period and an initial twelve-month operation period. Thereafter, payments shall be made upon the principal and interest in quarterly installments pursuant to the provisions of the formal loan agreement.

All loans made under this commitment shall be secured by the equipment and assets of Astroline, subject to the first mortgage on the real property of Astroline to be granted to Faith Center, Inc. In accordance with the Commission regulations, any chattel mortgage or security interest granted to the Bank will include a provision guaranteeing at least 30 days written notice to Astroline and the Commission prior to repossession of any equipment due to default under the terms of the proposed loan agreement.

We are pleased to offer Astroline the line of credit referred to above and look forward to working with Astroline and its General Partners in connection with the acquisition and operation of Channel 18 in Hartford, Connecticut.

Sincerely,

David K. McKown, FVP

RC 001879

DKM: PFW

0001043

ASTROLINE COMPANY
855R Broadway
Saugus, MA 01906

June 26, 1984

Astroline Communications Company
Limited Partnership
855R Broadway
Saugus, MA 01906

Gentlemen:

This will confirm that Astroline Company, a Limited Partner in Astroline Communications Company Limited Partnership, has agreed to provide up to \$500,000 in additional financing to Astroline Communications Company upon the approval by the Federal Communications Commission of the transfer from Faith Center, Inc., to Astroline Communications Company of the FCC license for the operation of WHCT-TV, Channel 18, in Hartford, Connecticut (the "Station") and the acquisition by Astroline Communications Company of the assets of the Station from Faith Center, Inc.

Astroline Company is also willing to provide Astroline Communications Company with additional financing for a period of several months following its acquisition of the Station in order to fund any operating losses which may be incurred in connection with the renovation and operation of the Station during such period.

The financing to be provided by Astroline Company to Astroline Communications Company referred to above will consist of an additional contribution or contributions by Astroline Company to the capital of Astroline Communications Company, a loan or loans to Astroline Communications Company upon terms to be agreed on by Astroline Company and the General Partners of Astroline Communications Company, which may include provisions for the subordination of such debt to other indebtedness of Astroline Communications Company, or some combination of the foregoing.

Yours truly,

ASTROLINE COMPANY

By: /s/ Fred J. Boling, Jr.

Fred J. Boling, Jr.,
General Partner

PBS 001375

RC 001880

0001044

EXHIBIT NO. 8

SECTION V

FCC FORM 314

ASTROLINE COMMUNICATIONS COMPANY

MODEL EQUAL EMPLOYMENT OPPORTUNITY PROGRAMI. General Policy

Astroline Communications Company (ACC) is committed to a policy of equal employment opportunity to all qualified individuals without regard to their race, color, religion, national origin or sex in all personnel actions including recruitment, evaluation, selection, promotion, compensation, training and termination.

It will be our policy to promote equal employment opportunity through a positive, continuing program of specific practices designed to ensure the full realization of equal employment opportunity without regard to race, color, religion, national origin or sex.

To make this policy effective, and to ensure conformance with the Rules and Regulations of the Federal Communications Commission, we have adopted an Equal Employment Opportunity Program which includes the following elements:

II. Responsibility for Implementation

Richard P. Ramirez, the proposed General Manager of the television station, will be responsible for the administration and implementation of our Equal Employment Opportunity Program. It will also be the responsibility of all persons making employment decisions with respect to recruitment, evaluation, selection, promotion, compensation, training and termination of employees to ensure that our policy and program is adhered to and that no person is discriminated against in employment because of race, color, religion, national origin or sex.

III. Policy Dissemination

To assure that all members of the staff are cognizant of our equal employment opportunity policy and their individual responsibilities in carrying out this policy, the following communication efforts will be made:

The station's employment application form will contain a notice informing prospective employees that discrimination because of race, color, religion, national origin or sex is prohibited and that they may notify the appropriate local, State or Federal agency if they believe they have been the victims of discrimination.