* Indicates required

FCC 316 IHF-T/C,ASG

FEDERAL COMMUNICATIONS COMMISSION

Not Approved by OMB: 3060-1290
Estimated Response Time: 10 Hours
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See instructions for public burden estimate

FCC Application for Consent to Assign International Broadcast Station Permit or License or Transfer of Control of Entity Holding an International Broadcast Station Construction Permit or License

FOR OFFICIAL USE ONLY

Save as Draft | Review to Submit

See Instructions | Print Form

1. Licensee/Permitee Information

*FRN

Name

Doing Business As (DBA)

Street Address

Street Address 2

City

State

Zip Code/Postal Code

Zip Code/Postal Code

Country

Attention

Title

Phone

Fax

Email

*Legal Entity Type (Select One)

-- New choice --

2. Licensee/Permitee Contact Information

☐ Check here if same as Licensee

FRN

Name

Doing Business As (DBA)

Street Address

Street Address 2

City

State

Zip Code/Postal Code

*Attention

*Title

*Phone

Fax

*Email

*Relationship

-- None --

Country

3. Assignor / Transferor Information

*FRN

Name

Doing Business As (DBA)

Street Address

Street Address 2

City

State

Zip Code/Postal Code

Country

Attention

Title

Phone

Fax

Email

*Legal Entity Type (Select One)

-- New choice --

4. Assignor / Transferor Contact Information

☐ Check here if same as Licensee

FRN

Name

Doing Business As (DBA)

Street Address

Street Address 2

City

State

Zip Code/Postal Code

Country

*Attention

*Title

*Phone

Fax

*Email

*Relationship

-- None --

5. Assignee / Transferee Information

*FRN

Name

Doing Business As (DBA)

Street Address

Attention

Title

Phone

Street Address 2

City

State

Zip Code/Postal Code

Country

Fax

Email

*Legal Entity Type (Select One)

-- None --

6. Assignee / Transferee Contact Information

☐ Check here if same as Licensee

FRN

Name

Doing Business As (DBA)

Street Address

Street Address 2

City

State

Zip Code/Postal Code

Country

*Attention

*Title

*Phone

Fax

*Email

*Relationship

-- None --

7. Purpose of Application

*Purpose of Application

○ Voluntary Assignment or Transfer of Control ○ Involuntary Assignment or Transfer of Control

Application Information

Section II - Assignor

*1. Application for

○ Consent to Assign Construction Permit/License ○ Consent to Transfer Control of Permittee/Licensee

*2. Are there any Applicants in addition to the Lead Applicant?

○ Yes ○ No

*3. Authorizations to be Transferred. List the authorized stations and construction permits to be transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be transferred.

Add Remove All

Actions	Call Sign	Construction Permit File Number	City	State
No data to display				

4. Agreements for Sale of Station.

*(a) If the transaction is voluntary the Assignor/Transferor has submitted to the Commission as an Exhibit to this application copies of all agreements for the sale of the station(s); these documents embody the complete and final understanding between licensee/permittee and transferee; and these agreements comply fully with the Commission's rules and policies.

Yes No N/A

*(b) If the transaction is involuntary, court orders or other authorizing documents have been issued and copies of such court orders or other authorizing documents have been submitted to the Commission.

Yes No N/A

*5. Character Issues. Neither licensee/permittee nor any party to the application has or has had any interest in, or connection with any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or any pending broadcast application in which character issues have been raised.

Yes No

*6. Adverse Findings. With respect to the licensee/permittee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.

Yes No

Section III – Assignee/ Transferee

1. Agreements for Sale of Station. The written agreements submitted to the Commission embody the complete and final agreement for the sale or transfer of the station(s); and (a) these agreements comply fully with the Commission's rules and policies.

Yes No N/A

*2. Changes in interests as a result of transfer

Add Remove All

Actions	Name of any party to application holding an attributable interest.	Addresses of any party to application holding an attributable interest	Citizenship or Country	Dual or More Citizenships (if applicable)	Interest held before transfer Percentage votes	Interest held before transfer Percentage Total assets (Equity plus debt)	Interest held after transfer Percentage votes	Interest held after transfer Percentage Total assets (Equity plus debt)
No data to display								

*3. Acquisition of Control. List the file number and date of grant of FCC Form 309, 314-IBFS, or 315-IBFS application by which the commission approved the qualifications of the individual or entity with a pre-existing interest in the licensee/permittee that is now acquiring control of the licensee/permittee as a result of the grant of this application.

Date

YYYY-MM-DD

4. Character Issues. Neither licensee/permittee nor any party to the application has or has had any interest in, or connection with any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or any pending broadcast application in which character issues have been raised.

Yes No

5. Adverse Findings. With respect to the licensee/permittee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.

Yes No

6. Alien Ownership and Control. Assignee/Transferee complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.

Yes No

SALES CONTRACT EVALUATION WORKSHEET

This worksheet may be used by the assignor/transferor in responding to Section II, Item 6 of FCC Form 316-IBFS;it may also be used by the assignee/transferee in responding to Section III, Item 4. The assignor/transferor and assignee/transferee must review these questionswith respect to all contractual documents, agreements, and/or understandings between the assignor and the assignee.

A. SALES CONTRACT

*1. Do the written contracts and/or agreements the licensee/permittee will submit to the Commission embody the complete and final agreement for the sale of the station(s) which are to be assigned?

Yes No

*2. Are there any unwritten agreements between the assignor and the assignee which have not been referenced in the contract documents to be submitted with the application?

Yes No

*3. Are there any written or oral agreements between the assignor and the assignee regarding future contractual arrangements arising out of this transaction?

Yes No

*4. Have there been any amendments to the contract?

The obligation to submit all amendments to the contract continues until Commission action on the subject application is no longer subject to administrative or judicial review.

Yes No

*5. Do these documents provide the assignee with ultimate control over and use of all necessary physical property without reservation?

Yes No

*6. Do these documents provide the assignee with ultimate control over station programming without reservation?

Yes No

B. TIME BROKERAGE/LOCAL MARKETING AGREEMENTS /JOINT SALES AGREEMENT

This worksheet also may be used in connection with the certifications regarding the contract(s) betweenthe assignor/transferor and the assignee/transferee, Section II, Item 6 and Section III, Item 4. They are intended for use when the sales agreements between the assignor/transferor and the assignee/transferee include a "time brokerage agreement", "local marketing agreement," or any other document pursuant to which the assignee/transferee provides programming for the subject station(s) prior to Commissionapproval of the proposed assignment or transfer of control.

*1. Do any agreements entered into by the assignor/transferor and the assignee/transferee contain a time brokerage agreement or local marketing agreement pursuant to which the assignee/transferee will provide programming to the station prior to Commission approval of the assignee/transferee's acquisition of the station?

○ Yes ○ No

C. INVESTOR INSULATION AND NON-PARTY INFLUENCE OVER ASSIGNEE/APPLICANT

This section of the worksheet may be used in connection with Section III, Item 6, which requires the assignee to certify that it complies with the Commission's restrictions relating to the insulation and non-participation of non-party investors and creditors. See, e.g., Review of the Commission's Regulations Governing Attribution of Broadcast and Cable/MDS Interests, Report and Order, 14 FCC Rcd 12559 (1999). It indicates the kinds of contractual relationships that may, in the Commission's view, exceed the authority of a properly insulated investor or demonstrate some indicia of de facto control by a creditor.

1. Investor Insulation

If an assignee is a limited partnership or a limited liability company ("LLC") that seeks to insulate partners or members in accordance with the Commission's attribution rules, the assignee shall ensure that each such limited partner or LLC member is not materially involved, directly or indirectly, in the management or operation of the media-related activities of the partnership or LLC. To ensure that each such limited partner or LLC member is not materially involved, directly or indirectly, in the management or operation of the media-related activities of the partnership or LLC, the applicant must answer the following inquiries. Do the limited partnership or LLC enabling documents:

*1 (a) specify that any exempt limited partner/LLC member (if not a natural person, its directors, officers, partners, etc.) cannot act as an employee of the limited partnership/LLC member if his or her functions, directly or indirectly, relate to the media enterprises of such entity?

○ Yes ○ No

*1 (b) bar any exempt limited partner/LLC from serving, in any material capacity, as an independent contractor or agent with respect to the partnership/LLC's media enterprises?

○ Yes ○ No

*1 (c) restrict any exempt limited partner/LLC member from communicating with the limited partnership/LLC, the general partner, or any LLC management committee on matters pertaining to the day-to-day operations of its business?

○ Yes ○ No

*1 (d) empower the general partner/LLC management committee to veto any admissions of additional general partners/LLC members admitted by vote of the exempt limited partners/LLC members?

○ Yes ○ No

*1 (e) prohibit any exempt limited partner/LLC member from voting on the removal of a general partner/LLC member or limit this right to situations where the general partner/LLC member is (i) subject to bankruptcy proceedings, as described in Section 402(4)-(5) of the Revised Uniform Limited Partnership Act, (ii) is adjudicated incompetent by a court of competent jurisdiction, or (iii) is removed for cause, as determined by an independent party?

○ Yes ○ No

*1 (f) bar any exempt limited partner/LLC member from performing any services to the limited partnership/LLC materially relating to its media activities, with the exception of making loans to, or acting as a surety for, the business?

○ Yes ○ No

*1 (g) state, in express terms, that any exempt limited partner/LLC member is prohibited from becoming actively involved in the management or operation of the media businesses of the limited partnership/LLC?

○ Yes ○ No

2. Non-Party Influence Over Assignee

(a) Non-party investors, i.e., investors with nonattributable interests, may have very limited powers over the operations of a licensee. Accordingly, with respect to any agreement, arrangement or understanding involving insulated parties or other investors with nonattributable interests, including creditors, secured parties, program suppliers, and any other persons not disclosed as parties to this application, does such agreement:

*2(a) 1. give any non-party investor the right to vote on any matters decided by the assignee's board of directors, partnership committee or other management group?

If the answer to all of these conditions is "No" with regard to every non-party investor and creditor, and there are no other provisions that cede de facto control to a non-party, applicant may certify that it complies with the Commission's restrictions regarding non-participation of non-party investors and creditors.

○ Yes ○ No

*2(a) 2. give any non-party investor the right to attend, or appoint an observer to attend, assignee board, partnership or other management meetings?

○ Yes ○ No

*2(a) 3. place any limitation on assignee programming discretion?

○ Yes ○ No

*2(a) 4. give any non-party investor the right to vote on, approve or restrict assignee's actions on any matter relating to programming, personnel or finances?

○ Yes ○ No

*2(a) 5. give any non-party creditor or any bond, debenture or warrant holder the right to vote on, approve or restrict the assignee's actions on any matter relating to programming, personnel or finances?

○ Yes ○ No

*2(a) 6. give any non-party creditor or any bond, debenture or warrant holder the right to share in the profits of the assignee?

○ Yes ○ No

*2(a) 7. give any non-party creditor or any bond, debenture or warrant holder the right to share in the profits of the assignee?

○ Yes ○ No

*2(a) 8. give any non-party investor, creditor, or bond, debenture or warrant holder the right to vote on, approve or deny the selection or removal of a general partner of an assignee partnership or a member of the assignee's governing body?

○ Yes ○ No

*2(a) 9. give any non-party investor, creditor, or bond, debenture or warrant holder the right to convert, tender or require the tendering of stock pursuant to a put-or-call agreement based on the actions of the assignee relating to programming, personnel or financing?

○ Yes ○ No

(b) With respect to any loan agreement, has the assignee ensured that such agreement:

*2(b) 1. includes an unconditional promise by the assignee to pay on demand or on a specific date a sum certain?

If the answer to each of these inquiries is "Yes," and if there are no other provisions that may give non-party investors control, the applicant may conclude that it complies with the Commission's restrictions regarding non-participation of non-party investors and creditors.

○ Yes ○ No

*2(b) 2. contains a fixed or defined variable rate of interest on the loan?

○ Yes ○ No

* 2(b) 3. does not prohibit the redemption of the loan by the assignee, or permit redemption at the option of the lender only?

○ Yes ○ No

Application Fees

Will a fee be paid?

○ Yes ○ No

Attachments/Confidential Treatment of Attachments

* 1. Is the Applicant requesting confidential treatment of an attachment(s) under section 0.459 of the Commission's rules?

○ Yes ○ No

Attachment No.	File Name	Description of Attachment	Confidential	Action
No Attached Files				

Attach File

General Certification Statements

☐ * In submitting this form

- I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.
- **Anti-Discrimination Certification.** Licensee/permittee certifies that neither licensee/permittee nor any party to the application have violated the Commission's prohibition against discrimination on the basis of race, color, religion, national origin or sex in the sale of commercially operated international broadcast stations.
- **Anti-Drug Abuse Act Certification.** The Applicant certifies that neither it nor any other party to the application is subject to a denial of Federal benefits, including FCC benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. *See* 47 CFR § 1.2002(b) for the meaning of "party to the application" for these purposes.
- **Local Public Notice.** Licensee/permittee certifies that it will comply with the public notice requirements of 47 C.F.R. Section 73.3580.
- Transferee(s) certify that it (they) has answered each question in this application based on its (their) review of the application instructions and worksheets. Transferee(s) further certify that where it (they) has made an affirmative certification below, this certification constitutes its (their) representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.
- Licensee/permittee certifies that it will comply with the public notice requirements of 47 C.F.R. Section 73.3580.
- **Anti-Discrimination Certification.** Licensee/permittee certifies that neither licensee/permittee nor any party to the application have violated the Commission's prohibition against discrimination on the basis of race, color, religion, national origin or sex in the sale of commercially operated international broadcast stations. **Anti-Drug Abuse Act Certification.** The Applicant certifies that neither it nor any other party to the application is subject to a denial of Federal benefits, including FCC benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. *See* 47 CFR § 1.2002(b) for the meaning of "party to the application" for these purposes.

Applicant Authorized to Sign

* First Name

MI

* Last Name

Suffix:

* Title

* Signature

Date

YYYY-MM-DD

FAILURE TO SIGN THIS FORM MAY RESULT IN DISMISSAL
OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID

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 35), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503)

Assignor/ Transferor Authorized to Sign

* First Name

MI

* Last Name

Suffix:

* Title

* Signature

Date

YYYY-MM-DD

FAILURE TO SIGN THIS FORM MAY RESULT IN DISMISSAL
OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID

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 35), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503)

Assignee/ Transferee Authorized to Sign

*First Name

MI

*Last Name

Suffix:

*Title

*Signature

Date

YYYY-MM-DD

FAILURE TO SIGN THIS FORM MAY RESULT IN DISMISSAL
OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID

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 35), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503)

Allow Internal Users to View Draft if in Draft State

Save as Draft

Review to Submit

Required information

FRN | Attention | Title | Phone | Email | Relationship | FRN | Attention | Title | Phone | Email | Relationship | FRN | Legal Entity Type (Select One) | Attention | Title | Phone | Email | Relationship | Purpose of Application

1. Application for | 2. Are there any Applicants in addition to the Lead Applicant?

3. Authorizations to be Transferred. List the authorized stations and construction permits to be transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be transferred.

(a) If the transaction is voluntary the Assignor/Transferor has submitted to the Commission as an Exhibit to this application copies of all agreements for the sale of the station(s); these documents embody the complete and final understanding between licensee/permittee and transferee; and these agreements comply fully with the Commission's rules and policies.

(b) If the transaction is involuntary, court orders or other authorizing documents have been issued and copies of such court orders or other authorizing documents have been submitted to the Commission.

5. Character Issues. Neither licensee/permittee nor any party to the application has or has had any interest in, or connection with any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or any pending broadcast application in which character issues have been raised.

6. Adverse Findings. With respect to the licensee/permittee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.

2. Changes in interests as a result of transfer

3. Acquisition of Control. List the file number and date of grant of FCC Form 309, 314-IBFS, or 315-IBFS application by which the commission approved the qualifications of the individual or entity with a pre-existing interest in the licensee/permittee that is now acquiring control of the licensee/permittee as a result of the grant of this application.

1. Do the written contracts and/or agreements the licensee/permittee will submit to the Commission embody the complete and final agreement for the sale of the station(s) which are to be assigned?

2. Are there any unwritten agreements between the assignor and the assignee which have not been referenced in the contract documents to be submitted with the application?

3. Are there any written or oral agreements between the assignor and the assignee regarding future contractual arrangements arising out of this transaction? | 4. Have there been any amendments to the contract?

5. Do these documents provide the assignee with ultimate control over and use of all necessary physical property without reservation? | 6. Do these documents provide the assignee with ultimate control over station programming without reservation?

1. Do any agreements entered into by the assignor/transferor and the assignee/transferee contain a time brokerage agreement or local marketing agreement pursuant to which the assignee/transferee will provide programming to the station prior to Commission approval of the assignee/transferee's acquisition of the station?

1 (a) specify that any exempt limited partner/LLC member (if not a natural person, its directors, officers, partners, etc.) cannot act as an employee of the limited partnership/LLC member if his or her functions, directly or indirectly, relate to the media enterprises of such entity?

1 (b) bar any exempt limited partner/LLC from serving, in any material capacity, as an independent contractor or agent with respect to the partnership/LLC's media enterprises?

1 (c) restrict any exempt limited partner/LLC member from communicating with the limited partnership/LLC, the general partner, or any LLC management committee on matters pertaining to the day-to-day operations of its business?

1 (d) empower the general partner/LLC management committee to veto any admissions of additional general partners/LLC members admitted by vote of the exempt limited partners/LLC members?

1 (e) prohibit any exempt limited partner/LLC member from voting on the removal of a general partner/LLC member or limit this right to situations where the general partner/LLC member is (i) subject to bankruptcy proceedings, as described in Section 402(4)-(5) of the Revised Uniform Limited Partnership Act, (ii) is adjudicated incompetent by a court of competent jurisdiction, or (iii) is removed for cause, as determined by an independent party?

1 (f) bar any exempt limited partner/LLC member from performing any services to the limited partnership/LLC materially relating to its media activities, with the exception of making loans to, or acting as a surety for, the business?

1 (g) state, in express terms, that any exempt limited partner/LLC member is prohibited from becoming actively involved in the management or operation of the media businesses of the limited partnership/LLC?

2(a) 1. give any non-party investor the right to vote on any matters decided by the assignee's board of directors, partnership committee or other management group?

2(a) 2. give any non-party investor the right to attend, or appoint an observer to attend, assignee board, partnership or other management meetings? | 2(a) 3. place any limitation on assignee programming discretion?

2(a) 4. give any non-party investor the right to vote on, approve or restrict assignee's actions on any matter relating to programming, personnel or finances?

2(a) 5. give any non-party creditor or any bond, debenture or warrant holder the right to vote on, approve or restrict the assignee's actions on any matter relating to programming, personnel or finances?

2(a) 6. give any non-party creditor or any bond, debenture or warrant holder the right to share in the profits of the assignee? | 2(a) 7. give any non-party creditor or any bond, debenture or warrant holder the right to share in the profits of the assignee?

2(a) 8. give any non-party investor, creditor, or bond, debenture or warrant holder the right to vote on, approve or deny the selection or removal of a general partner of an assignee partnership or a member of the assignee's governing body?

2(a) 9. give any non-party investor, creditor, or bond, debenture or warrant holder the right to convert, tender or require the tendering of stock pursuant to a put-or-call agreement based on the actions of the assignee relating to programming, personnel or financing?

2(b) 1. includes an unconditional promise by the assignee to pay on demand or on a specific date a sum certain? | 2(b) 2. contains a fixed or defined variable rate of interest on the loan?

2(b) 3. does not prohibit the redemption of the loan by the assignee, or permit redemption at the option of the lender only? | 1. Is the Applicant requesting confidential treatment of an attachment(s) under section 0.459 of the Commission's rules?

In submitting this form | First Name | Last Name | Title | Signature | First Name | Last Name | Title | Signature | First Name | Last Name | Title | Signature