



(REFERENCE COPY - Not for submission)

Transfers

Lead File Number: **0000157131** | Submit Date: **08/13/2021** | Lead Call Sign: **KAAN** | FRN: **0022491476**
 Service: **Full Power AM** | Purpose: **Transfer of Control** | Status: **Submitted** | Status Date: **08/13/2021** | Filing Status: **Active**

General Information

Section	Question	Response
Attachments	Are attachments (other than associated schedules) being filed with this application?	Yes

Fees, Waivers, and Exemptions

Section	Question	Response
Fees	Is the applicant exempt from FCC application Fees?	No
	Indicate reason for fee exemption:	
Waivers	Does this filing request a waiver of the Commission's rule(s)?	Yes
	Total number of rule sections involved in this waiver request:	1

Application Type	Call Sign	Facility ID	Fee Code	Fee Amount
Transfer of Control	KOOI	70740	MPR	\$1,005.00
	KKWK	50745	MPR	\$1,005.00
	KJFF	35532	MPR	\$1,005.00
	W292EX	85887	MDF	\$290.00
	WDL D	23469	MPR	\$1,005.00
	KOYE	70387	MPR	\$1,005.00
	KFQD	52675	MPR	\$1,005.00
	WING	25039	MPR	\$1,005.00
	KYKX	54844	MPR	\$1,005.00
	KIIK	4260	MPR	\$1,005.00
	KBTE	1302	MPR	\$1,005.00
	KWHL	52672	MPR	\$1,005.00
	KDKS-FM	16436	MPR	\$1,005.00
	WCEN-FM	60787	MPR	\$1,005.00
	KEAG	28648	MPR	\$1,005.00
	WIIL	28473	MPR	\$1,005.00
	WGZB-FM	53202	MPR	\$1,005.00
	KHAR	60914	MPR	\$1,005.00
	WIKZ	10108	MPR	\$1,005.00

KBAY	35401	MPR	\$1,005.00
K284CR	20995	MDF	\$290.00
WGHL	51074	MPR	\$1,005.00
K296GK	140646	MDF	\$290.00
KNWZ	12130	MPR	\$1,005.00
WMJM	10322	MPR	\$1,005.00
KMRN	50744	MPR	\$1,005.00
W242BY	145587	MDF	\$290.00
KWIX	35889	MPR	\$1,005.00
KKUU	11658	MPR	\$1,005.00
KRTI	35564	MPR	\$1,005.00
KKIQ	67818	MPR	\$1,005.00
KBRJ	60915	MPR	\$1,005.00
KTPK	67334	MPR	\$1,005.00
WCHA	10110	MPR	\$1,005.00
KBMG	20029	MPR	\$1,005.00
KNZR	7715	MPR	\$1,005.00
WERV-FM	73171	MPR	\$1,005.00
KOKA	9222	MPR	\$1,005.00
KBFF	949	MPR	\$1,005.00
KTSA	71087	MPR	\$1,005.00
WXYY	54805	MPR	\$1,005.00
WROU-FM	26451	MPR	\$1,005.00
KTAL-FM	33728	MPR	\$1,005.00
KXL-FM	26932	MPR	\$1,005.00
KOZQ-FM	53876	MPR	\$1,005.00
KLLL-FM	36954	MPR	\$1,005.00
W243EO	202766	MDF	\$290.00
WJQS	50409	MPR	\$1,005.00
W235CH	142014	MDF	\$290.00
WDHT	60252	MPR	\$1,005.00
K286CA	138704	MDF	\$290.00
KMXS	52677	MPR	\$1,005.00
KAYO	165988	MPR	\$1,005.00
WDJX	55498	MPR	\$1,005.00
WXLC	10451	MPR	\$1,005.00

KINK	53068	MPR	\$1,005.00
KWIQ	35886	MPR	\$1,005.00
KKUS	68651	MPR	\$1,005.00
KXXK	67897	MPR	\$1,005.00
K280CV	14060	MDF	\$290.00
WSSR	62240	MPR	\$1,005.00
WGER	20384	MPR	\$1,005.00
KBNN	51093	MPR	\$1,005.00
KWLN	72880	MPR	\$1,005.00
W245AH	139924	MDF	\$290.00
KKRT	28634	MPR	\$1,005.00
KXRO	52674	MPR	\$1,005.00
W243BS	142774	MDF	\$290.00
W259CL	142011	MDF	\$290.00
KXGL	39781	MPR	\$1,005.00
WTLZ	74093	MPR	\$1,005.00
KUIC	54261	MPR	\$1,005.00
KNWH	67028	MPR	\$1,005.00
WHAG	23466	MPR	\$1,005.00
KREI	35531	MPR	\$1,005.00
WNTX	65640	MPR	\$1,005.00
K279BG	139589	MDF	\$290.00
KMCD	23040	MPR	\$1,005.00
KTFM	2543	MPR	\$1,005.00
WKXI-FM	50407	MPR	\$1,005.00
KJXK	71086	MPR	\$1,005.00
K232CX	14059	MDF	\$290.00
KCLZ	183327	MPR	\$1,005.00
WIBW-FM	63174	MPR	\$1,005.00
WMFX	19471	MPR	\$1,005.00
WSGW-FM	41842	MPR	\$1,005.00
KDES-FM	24253	MPR	\$1,005.00
WARQ	58400	MPR	\$1,005.00
WRKS	29512	MPR	\$1,005.00
KCOB	9900	MPR	\$1,005.00
WVBX	22484	MPR	\$1,005.00

KCLB-FM	12131	MPR	\$1,005.00
WIBW	63169	MPR	\$1,005.00
KTUB	69557	MPR	\$1,005.00
KDGL	14058	MPR	\$1,005.00
KZDC	65330	MPR	\$1,005.00
WLIP	28478	MPR	\$1,005.00
KJPW	53877	MPR	\$1,005.00
K279CO	145443	MDF	\$290.00
WUBB	16844	MPR	\$1,005.00
KRES	35890	MPR	\$1,005.00
WHBC-FM	4488	MPR	\$1,005.00
KWIQ-FM	35887	MPR	\$1,005.00
K227CY	156362	MDF	\$290.00
KUFO	26926	MPR	\$1,005.00
WCLI-FM	10113	MPR	\$1,005.00
KMAD-FM	54812	MPR	\$1,005.00
KUPL	4114	MPR	\$1,005.00
WGTX	25043	MPR	\$1,005.00
K291CH	156984	MDF	\$290.00
WPCO	73370	MPR	\$1,005.00
WHBC	4489	MPR	\$1,005.00
K260CE	156991	MDF	\$290.00
WWUZ	55174	MPR	\$1,005.00
K257GU	202765	MDF	\$290.00
W241CV	153405	MDF	\$290.00
WZSR	53505	MPR	\$1,005.00
KMKT	77588	MPR	\$1,005.00
WJNT	7691	MPR	\$1,005.00
KKBB	7720	MPR	\$1,005.00
WGCO	11674	MPR	\$1,005.00
KSAH-FM	83596	MPR	\$1,005.00
WFXH-FM	48367	MPR	\$1,005.00
WJMI	50408	MPR	\$1,005.00
KTLH	198622	MPR	\$1,005.00
K285GL	156451	MDF	\$290.00
KKFD-FM	23037	MPR	\$1,005.00

KAAN-FM	31005	MPR	\$1,005.00
KLEY-FM	55414	MPR	\$1,005.00
KLAK	36265	MPR	\$1,005.00
KCOB-FM	9899	MPR	\$1,005.00
KSAH	23072	MPR	\$1,005.00
KSAJ-FM	18055	MPR	\$1,005.00
KONE	26519	MPR	\$1,005.00
KBTT	9221	MPR	\$1,005.00
WFLS-FM	65641	MPR	\$1,005.00
KDUX-FM	52676	MPR	\$1,005.00
WCCQ	10677	MPR	\$1,005.00
KJEL	51094	MPR	\$1,005.00
WSGW	22674	MPR	\$1,005.00
KTJJ	35533	MPR	\$1,005.00
KHHL	78984	MPR	\$1,005.00
KWIX-FM	183331	MPR	\$1,005.00
KWOK	68057	MPR	\$1,005.00
K248DE	147975	MDF	\$290.00
KPSI-FM	35497	MPR	\$1,005.00
WQCM	25128	MPR	\$1,005.00
WHHW	48366	MPR	\$1,005.00
KEZR	1176	MPR	\$1,005.00
WKRS	10450	MPR	\$1,005.00
W278BW	155142	MDF	\$290.00
KFBD-FM	4259	MPR	\$1,005.00
KTCM	171017	MPR	\$1,005.00
WJOL	62235	MPR	\$1,005.00
KKDV	36032	MPR	\$1,005.00
K279AP	152444	MDF	\$290.00
KGRN	43242	MPR	\$1,005.00
KJAK	198762	MPR	\$1,005.00
KGNC-FM	63161	MPR	\$1,005.00
KGNC	63159	MPR	\$1,005.00
KIRK	78275	MPR	\$1,005.00
KNZR-FM	8109	MPR	\$1,005.00
K221BI	28633	MDF	\$290.00

KNWQ	72030	MPR	\$1,005.00
KDUT	88272	MPR	\$1,005.00
WRWN	72387	MPR	\$1,005.00
WXMA	37236	MPR	\$1,005.00
KLKL	13802	MPR	\$1,005.00
K233DB	142569	MDF	\$290.00
KVWE	39892	MPR	\$1,005.00
WWDM	58398	MPR	\$1,005.00
K292FY	139586	MDF	\$290.00
K277CX	147527	MDF	\$290.00
WHXT	50522	MPR	\$1,005.00
KXTG	948	MPR	\$1,005.00
KKRV	28635	MPR	\$1,005.00
KMMX	86	MPR	\$1,005.00
WOAD	50404	MPR	\$1,005.00
KLLY	7709	MPR	\$1,005.00
K279CI	156836	MDF	\$290.00
WSCZ	54576	MPR	\$1,005.00
KAAN	31004	MPR	\$1,005.00
K244EG	139580	MDF	\$290.00
K269FT	144004	MDF	\$290.00
K232ED	139114	MDF	\$290.00
Total			\$163,760.00

Transfer Type

Question	Response
Is this application a pro forma Transfer of Control?	No
By answering "Yes" the Applicant certifies that the use of short form pro forma application is appropriate for this transaction?	
Is the Transfer Voluntary or Involuntary:	

Authorizations to be Transferred

Selected Call Signs

Call Sign	Facility ID	File Number	Service	City, State
KAAN	31004	0000157131	AM	BETHANY, MO
KOOI	70740	0000157132	FM	JACKSONVILLE, TX
KKIQ-FM1	67660	0000157133	FB	HAYWARD, CA
KCOB-FM	9899	0000157134	FM	NEWTON, IA
KFBD-FM	4259	0000157135	FM	WAYNESVILLE, MO

KRES	35890	0000157136	FM	MOBERLY, MO
KNWQ	72030	0000157137	AM	PALM SPRINGS, CA
WXYX	54805	0000157138	FM	RINCON, GA
KJAK	198762	0000157139	FM	PEARSALL, TX
K232ED	139114	0000157140	FX	WENATCHEE, WA
W243BS	142774	0000157141	FX	FREDERICKSBURG, VA
K227CY	156362	0000157142	FX	SHREVEPORT, LA
WSGW-FM	41842	0000157143	FM	CARROLLTON, MI
KKIQ	67818	0000157144	FM	LIVERMORE, CA
KTCM	171017	0000157145	FM	MADISON, MO
KXRO	52674	0000157146	AM	ABERDEEN, WA
KINK	53068	0000157147	FM	PORTLAND, OR
K260CE	156991	0000157148	FX	LONGVIEW, TX
KJFF	35532	0000157149	AM	FESTUS, MO
KXTG	948	0000157150	AM	PORTLAND, OR
KHAR	60914	0000157151	AM	ANCHORAGE, AK
KWIQ-FM	35887	0000157152	FM	MOSES LAKE, WA
W235CH	142014	0000157153	FX	ST. MATTHEWS, SC
WSGW	22674	0000157154	AM	SAGINAW, MI
WJOL	62235	0000157155	AM	JOLIET, IL
KTUB	69557	0000157156	AM	CENTERVILLE, UT
KAAN-FM	31005	0000157157	FM	BETHANY, MO
KDUT-FM1	122076	0000157158	FB	BOUNTIFUL, UT
KUFO	26926	0000157159	AM	PORTLAND, OR
WIKZ	10108	0000157160	FM	CHAMBERSBURG, PA
KUIC	54261	0000157161	FM	VACAVILLE, CA
KXL-FM	26932	0000157162	FM	PORTLAND, OR
K285GL	156451	0000157163	FX	TOPEKA, KS
WZSR	53505	0000157164	FM	WOODSTOCK, IL
W241CV	153405	0000157165	FX	HILTON HEAD ISLAND, SC
KONE	26519	0000157166	FM	LUBBOCK, TX
KNWH	67028	0000157167	AM	YUCCA VALLEY, CA
K279CI	156836	0000157168	FX	LONGVIEW, TX
KTLH	198622	0000157169	FM	HALLSVILLE, TX
WSCZ	54576	0000157170	FM	WINNSBORO, SC
WCHA	10110	0000157171	AM	CHAMBERSBURG, PA

K291CH	156984	0000157172	FX	TYLER, TX
WFLS-FM	65641	0000157173	FM	FREDERICKSBURG, VA
KWLN	72880	0000157174	FM	WILSON CREEK, WA
KDUT-FM5	131424	0000157175	FB	PROVO, UT
KHHL	78984	0000157176	FM	KARNES CITY, TX
KLKL	13802	0000157177	FM	MINDEN, LA
KBRJ	60915	0000157178	FM	ANCHORAGE, AK
KUPL	4114	0000157179	FM	PORTLAND, OR
WDJX	55498	0000157180	FM	LOUISVILLE, KY
KDUX-FM	52676	0000157181	FM	HOQUIAM, WA
WHAG	23466	0000157182	AM	HALFWAY, MD
WUBB	16844	0000157183	FM	BLUFFTON, SC
KNWZ	12130	0000157184	AM	COACHELLA, CA
KBTE	1302	0000157185	FM	TULIA, TX
KMKT	77588	0000157186	FM	BELLS, TX
KDUT-FM3	123370	0000157187	FB	OGDEN, UT
WIIL	28473	0000157188	FM	UNION GROVE, WI
WTLZ	74093	0000157189	FM	SAGINAW, MI
WMJM	10322	0000157190	FM	JEFFERSONTOWN, KY
KTFM	2543	0000157191	FM	FLORESVILLE, TX
KTPK	67334	0000157192	FM	TOPEKA, KS
WGER	20384	0000157193	FM	SAGINAW, MI
KJEL	51094	0000157194	FM	LEBANON, MO
WARQ	58400	0000157195	FM	COLUMBIA, SC
KSAH-FM1	161921	0000157196	FB	PEARSALL, TX
KKDV-FM3	36033	0000157197	FB	MARTINEZ, CA
K277CX	147527	0000157198	FX	TERRELL WELLS, TX
KCLB-FM	12131	0000157199	FM	COACHELLA, CA
WKXI-FM	50407	0000157200	FM	MAGEE, MS
K244EG	139580	0000157201	FX	ANCHORAGE, AK
KAYO	165988	0000157202	FM	WASILLA, AK
K279CO	145443	0000157203	FX	YUCCA VALLEY, CA
K286CA	138704	0000157204	FX	EAST WENATCHEE, WA
K232CX	14059	0000157205	FX	DESERT HOT SPRINGS, CA
KSAH	23072	0000157206	AM	UNIVERSAL CITY, TX
WLIP	28478	0000157207	AM	KENOSHA, WI

KBMG-FM1	161732	0000157208	FB	BOUNTIFUL, UT
WJNT	7691	0000157209	AM	PEARL, MS
WDLT	23469	0000157210	FM	HALFWAY, MD
KGRN	43242	0000157211	AM	GRINNELL, IA
W242BY	145587	0000157212	FX	CHAMBERSBURG, PA
KCLZ	183327	0000157213	FM	TWENTYNINE PALMS BAS, CA
KKUU	11658	0000157214	FM	INDIO, CA
WJMI	50408	0000157215	FM	JACKSON, MS
WGZB-FM	53202	0000157216	FM	LANESVILLE, IN
WNTX	65640	0000157217	AM	FREDERICKSBURG, VA
K292FY	139586	0000157218	FX	ANCHORAGE, AK
KKIQ-FM2	67820	0000157219	FB	TRACY, CA
KMRN	50744	0000157220	AM	CAMERON, MO
KEAG	28648	0000157221	FM	ANCHORAGE, AK
KCOB	9900	0000157222	AM	NEWTON, IA
KMXS	52677	0000157223	FM	ANCHORAGE, AK
KBTT	9221	0000157224	FM	HAUGHTON, LA
KYKX	54844	0000157225	FM	LONGVIEW, TX
KDKS-FM	16436	0000157226	FM	BLANCHARD, LA
KKWK	50745	0000157227	FM	CAMERON, MO
KREI	35531	0000157228	AM	FARMINGTON, MO
KMAD-FM	54812	0000157229	FM	WHITESBORO, TX
KDES-FM	24253	0000157230	FM	CATHEDRAL CITY, CA
WQCM	25128	0000157231	FM	GREENCASTLE, PA
KKFD-FM	23037	0000157232	FM	FAIRFIELD, IA
KWIQ	35886	0000157233	AM	MOSES LAKE NORTH, WA
KKBB	7720	0000157234	FM	BAKERSFIELD, CA
KGNC-FM	63161	0000157235	FM	AMARILLO, TX
KOZQ-FM	53876	0000157236	FM	WAYNESVILLE, MO
K280CV	14060	0000157237	FX	CATHEDRAL CITY, CA
KTSA	71087	0000157238	AM	SAN ANTONIO, TX
KDUT-FM2	122078	0000157239	FB	SALT LAKE CITY, UT
K233DB	142569	0000157240	FX	SAN ANTONIO, TX
W292EX	85887	0000157241	FX	JACKSON, MS
WKRS	10450	0000157242	AM	WAUKEGAN, IL
KTJJ	35533	0000157243	FM	FARMINGTON, MO

WVBX	22484	0000157244	FM	SPOTSYLVANIA, VA
KBMG-FM2	161730	0000157245	FB	SALT LAKE CITY, UT
WHBC-FM	4488	0000157246	FM	CANTON, OH
WGCO	11674	0000157247	FM	MIDWAY, GA
KFQD	52675	0000157248	AM	ANCHORAGE, AK
K248DE	147975	0000157249	FX	AMARILLO, TX
WJQS	50409	0000157250	AM	JACKSON, MS
KJXK	71086	0000157251	FM	SAN ANTONIO, TX
WPCO	73370	0000157252	AM	COLUMBIA, SC
KLAK	36265	0000157253	FM	TOM BEAN, TX
W259CL	142011	0000157254	FX	COLUMBIA, SC
K296GK	140646	0000157255	FX	SAN ANTONIO, TX
W278BW	155142	0000157256	FX	JACKSON, MS
KKDV	36032	0000157257	FM	WALNUT CREEK, CA
WIBW-FM	63174	0000157258	FM	TOPEKA, KS
KDUT	88272	0000157259	FM	RANDOLPH, UT
WSSR	62240	0000157260	FM	JOLIET, IL
K257GU	202765	0000157261	FX	CAMERON, MO
KLEY-FM	55414	0000157262	FM	JOURDANTON, TX
W243EO	202766	0000157263	FX	FRANKENMUTH, MI
WDHT	60252	0000157264	FM	URBANA, OH
KZDC	65330	0000157265	AM	SAN ANTONIO, TX
KBAY	35401	0000157266	FM	GILROY, CA
WCLI-FM	10113	0000157267	FM	ENON, OH
KBMG-FM4	161733	0000157268	FB	OGDEN, UT
WIBW	63169	0000157269	AM	TOPEKA, KS
KNZR	7715	0000157270	AM	BAKERSFIELD, CA
K279AP	152444	0000157271	FX	BETHANY, MO
WRKS	29512	0000157272	FM	PICKENS, MS
KKUS	68651	0000157273	FM	TYLER, TX
WING	25039	0000157274	AM	DAYTON, OH
KLLL-FM	36954	0000157275	FM	LUBBOCK, TX
KGNC	63159	0000157276	AM	AMARILLO, TX
K269FT	144004	0000157277	FX	HOQUIAM, WA
KSAJ-FM	18055	0000157278	FM	BURLINGAME, KS
KKRV	28635	0000157279	FM	WENATCHEE, WA

WHXT	50522	0000157280	FM	SWANSEA, SC
KIHK	4260	0000157281	AM	WAYNESVILLE, MO
WXLC	10451	0000157282	FM	WAUKEGAN, IL
KBMG	20029	0000157283	FM	EVANSTON, WY
KWIX-FM	183331	0000157284	FM	CAIRO, MO
KXGL	39781	0000157285	FM	AMARILLO, TX
KBMG-FM3	161809	0000157286	FB	PROVO, UT
KRTI	35564	0000157287	FM	GRINNELL, IA
KUIC-FM2	54262	0000157288	FB	VALLEJO, CA
KOYE	70387	0000157289	FM	FRANKSTON, TX
WERV-FM	73171	0000157290	FM	AURORA, IL
WHBC	4489	0000157291	AM	CANTON, OH
KJPW	53877	0000157292	AM	WAYNESVILLE, MO
KDGL	14058	0000157293	FM	YUCCA VALLEY, CA
KMCD	23040	0000157294	AM	FAIRFIELD, IA
K279BG	139589	0000157295	FX	ANCHORAGE, AK
KKRT	28634	0000157296	AM	WENATCHEE, WA
KXXX	67897	0000157297	FM	HOQUIAM, WA
WOAD	50404	0000157298	AM	JACKSON, MS
KBFF	949	0000157299	FM	PORTLAND, OR
WCEN-FM	60787	0000157300	FM	HEMLOCK, MI
WHHW	48366	0000157301	AM	HILTON HEAD ISLAND, SC
KWHL	52672	0000157302	FM	ANCHORAGE, AK
WROU-FM	26451	0000157303	FM	WEST CARROLLTON, OH
KEZR	1176	0000157304	FM	SAN JOSE, CA
K221BI	28633	0000157305	FX	WENATCHEE, WA
WGHL	51074	0000157306	FM	SHEPHERDSVILLE, KY
WWUZ	55174	0000157307	FM	BOWLING GREEN, VA
KOKA	9222	0000157308	AM	SHREVEPORT, LA
WMFX	19471	0000157309	FM	ST. ANDREWS, SC
KTAL-FM	33728	0000157310	FM	TEXARKANA, TX
KDGL-FM1	93956	0000157311	FB	PALM SPRINGS, CA
KBNN	51093	0000157312	AM	LEBANON, MO
WWDM	58398	0000157313	FM	SUMTER, SC
KWOK	68057	0000157314	AM	ABERDEEN, WA
KSAH-FM	83596	0000157315	FM	PEARSALL, TX

WRWN	72387	0000157316	FM	PORT ROYAL, SC
WGTZ	25043	0000157317	FM	EATON, OH
K284CR	20995	0000157318	FX	PALM SPRINGS, CA
WCCQ	10677	0000157319	FM	CREST HILL, IL
W245AH	139924	0000157320	FX	JACKSON, MS
WFXH-FM	48367	0000157321	FM	HILTON HEAD ISLAND, SC
KPSI-FM	35497	0000157322	FM	PALM SPRINGS, CA
KWIX	35889	0000157323	AM	MOBERLY, MO
WXMA	37236	0000157324	FM	LOUISVILLE, KY
KLLY	7709	0000157325	FM	OILDALE, CA
KIRK	78275	0000157326	FM	MACON, MO
KMMX	86	0000157327	FM	TAHOKA, TX
KNZR-FM	8109	0000157328	FM	SHAFTER, CA
KVWE	39892	0000157329	FM	AMARILLO, TX

Transfer Questions

Question	Response
Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5000)?	Yes
Were any of the authorizations that are the subject of this application obtained through the Commission's point system for reserved channel noncommercial educational stations (see 47 C.F.R. Sections 73.7001 and 73.7003)?	No
Have all such stations operated for at least 4 years with a minimum operating schedule since grant pursuant to the point system?	
Were any of the authorizations that are the subject of this application obtained after award of a dispositive Section 307(b) preference using the Tribal Priority, through Threshold Qualifications procedures, or through the Tribal Priority as applied before the NCE fair distribution analysis set forth in 47 C.F.R. § 73.7002(b)?	No
Have all such stations operated for at least 4 years with a minimum operating schedule since grant?	
Do both the transferor and transferee qualify for the Tribal Priority in all respects?	
LPFM Licenses Only: Has it been at least 18 months since the initial construction permit for the LPFM station was granted?	
LPFM Licenses Only: Does the assignment of the LPFM authorization satisfy the consideration restrictions of 47 CFR Section 73.865(a)(1)?	
LPFM Licenses Only: Were any of the LPFM authorizations that are subject to this application obtained through the Commission's point system for low power FM stations (see 47 CFR Section 73.872)?	
If yes to question above, have all such LPFM stations operated for at least four years since grant pursuant to the point system?" (options – Y/N. If Yes, nothing further required. No requires attachment as follows)"If no to new sub question, list pertinent authorizations in an Exhibit and include in the Exhibit a showing that the transaction is consistent with the requirements of 47 CFR Section 73.865(a)(3).	

Licensee /Permittee Information

Licensee/Permittee Name, Type, and Contact Information

Licensee/Permittee	Address	Phone	Email	FRN
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Alpha Media Licensee LLC	1211 SW 5TH AVENUE SUITE 750 PORTLAND, OR 97204 United States	+1 (503) 517-6200	john.grossi@alphamediausa.com	0022491476
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Licensee /Permittee Contact Representatives (1)

Contact Name	Address	Phone	Email	Contact Type
Kathleen Kirby Wiley Rein LLP	1776 K Street, NW Washington, DC 20006 United States	+1 (202) 719-3360	kkirby@wiley.law	Legal Representative

Licensee /Permittee Legal Certifications

Section	Question	Response
Agreements for Transfer Control of Station	Licensee/Permittee certifies that: (i) it has placed its public inspection file(s) and submitted to the Commission as an Exhibit to this application copies of all agreements for the transfer of the station(s); (ii) these documents embody the complete and final understanding between Transferor and Transferee; and (iii) these agreements comply fully with the Commission's rules and policies	Yes
Other Authorizations	Please upload an attachment detailing the call signs, locations, and facility identifiers of all other broadcast stations in which Licensee/Permittee or any party to the application has an attributable interest.	
Character Issues	Licensee/Permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in, or connection with: (a) 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 (b) any pending broadcast application in which character issues have been raised	Yes
Adverse Findings	Licensee/Permittee certifies that, 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
Local Public Notice	Licensee/Permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	Yes
Auction Authorization	Licensee/Permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.	N/A
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 AM, FM, TV, Class A TV or international broadcast stations.	Yes

Transferor Information

Transferor Name, Type, and Contact Information

Transferor	Type	Address	Phone	Email	FRN
Current Shareholders of Alpha Media Holdings Inc.	Corporation	1211 SW 5TH AVENUE SUITE 750 PORTLAND, OR 97204	+1 (503) 517-6200	john.grossi@alphamediausa.com	0031240351

Transferor Contact Representatives (1)

Contact Name	Address	Phone	Email	Contact Type
Kathleen Kirby Wiley Rein LLP	1776 K Street, NW Washington, DC 20006 United States	+1 (202) 719-3360	kkirby@wiley.law	Legal Representative

Transferor Legal Certifications

Section	Question	Response
Agreements for Transfer Control of Station	Transferor certifies that: (i) it has placed in Transferor's public inspection file(s) and submitted to the Commission as an Exhibit to this application copies of all agreements for the assignment /transfer of the station(s); (ii) these documents embody the complete and final understanding between Transferor and Transferee; and (iii) these agreements comply fully with the Commission's rules and policies	
	If the transaction is involuntary, the Transferor certifies that court orders or other authorizing documents have been issued and that it has placed in the licensee's/permittee's public inspection file(s) and submitted to the Commission copies of such court orders or other authorizing documents.	
Character Issues	Transferor certifies that neither transferor nor any party to the application has or has had any interest in, or connection with: (a) 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 (b) any pending broadcast application in which character issues have been raised	
Adverse Findings	Transferor certifies that, with respect to the Transferor 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.	
Local Public Notice	Transferor certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	
Auction Authorization	Transferor certifies that more than five years have passed since the issuance of the construction permit for the station being assigned, where that permit was acquired in an auction through the use of a bidding credit or other special measure.	

Anti-Discrimination Certification	Transferor 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 AM, FM, TV, Class A TV or international broadcast stations.	
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Transferee Information

Transferee Name, Type, and Contact Information

Transferee	Type	Address	Phone	Email	FRN
New Shareholders of Alpha Media Holdings Inc.	Corporation	1211 SW 5TH AVENUE SUITE 750 PORTLAND, OR 97204	+1 (503) 517-6200	john.grossi@alphamediausa.com	0031240393

Transferee Contact Representatives (1)

Contact Name	Address	Phone	Email	Contact Type
Kathleen Kirby Wiley Rein LLP	1776 K Street, NW Washington, DC 20006 United States	+1 (202) 719-3360	kkirby@wiley.law	Legal Representative

Changes in Interest (0)

Party Name	Citizenship	Address	Phone	Email	Interest Before Transfer	Interest After Transfer
Empty						

Changes in Interest Certification

Question	Response
Applicant certifies that equity and financial interests not set forth by the transferee are nonattributable.	

Parties to the Application (0)

Party Name	Citizenship	Address	Phone	Email	Positional Interest
Empty					

Parties to the Application Certification

Question	Response
Applicant certifies that equity and financial interests not set forth by the transferee are nonattributable.	Yes

Transferee Legal Certifications

Section	Question	Response
Agreements for Sale	Transferee certifies that: (a) the written agreements in the Transferee's public inspection file and submitted to the Commission embody the complete and final agreement for the sale or transfer of the station(s); and (b) these agreements comply fully with the Commission's rules and policies.	Yes
Other Authorizations	Please upload an attachment detailing the call signs, locations, and facility identifiers of all other broadcast stations in which Transferee or any party to the application has an attributable interest.	

Multiple Ownership	Is the Transferee or any party to the application the holder of an attributable radio or television joint sales agreement or an attributable radio or television time brokerage agreement with the station(s) subject to this application or with any other station in the same market as the station(s) subject to this application?	Yes
	Transferee certifies that the proposed assignment complies with the Commission's multiple ownership rules and cross-ownership rules.	Yes
	Transferee certifies that the proposed assignment: (1) does not present an issue under the Commission's policies relating to media interests of immediate family members; (2) complies with the Commission's policies relating to future ownership interests; and (3) complies with the Commission's restrictions relating to the insulation and nonparticipation of non-party investors and creditors.	Yes
	Does the Transferee claim status as an "eligible entity," that is, an entity that qualifies as a small business under the Small Business Administration's size standards for its industry grouping (as set forth in 13 C.F.R. § 121-201), and holds (1) 30 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet; or (2) 15 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet, provided that no other person or entity owns or controls more than 25 percent of the outstanding stock or partnership interests; or (3) More than 50 percent of the voting power of the corporation that will own the media outlet (if such corporation is a publicly traded company)?	No
	Does this transfer include a grandfathered cluster of stations?	No
	Applicant certifies that it will come in compliance by divesting the necessary station(s) within 12 months of the consummation of this transaction to: A) An Eligible Entity (as defined in Item 6d, above).	
	B) An Irrevocable Trust that will assign the station(s) to an Eligible Entity.	
Acquisition of Control	Please upload an attachment listing the file number and date of grant of FCC Form 301, 314, or 315 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.	
Character Issues	Transferee certifies that neither transferee nor any party to the application has or has had any interest in, or connection with: (a) 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 (b) any pending broadcast application in which character issues have been raised.	Yes

Adverse Findings	Transferee certifies that, with respect to the transferee 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
Financial Qualifications	Transferee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.	Yes
Program Service Certification	Transferee certifies that it is cognizant of and will comply with its obligations as a Commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	Yes
Auction Authorization	Transferee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	N/A
Equal Employment Opportunity (EEO)	If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	Yes

Transferee Alien Ownership

Question	Response
1) Is the applicant a foreign government or the representative of any foreign government as specified in Section 310(a) of the Communications Act?	No
2) Is the applicant an alien or the representative of an alien? (Section 310(b)(1))	No
3) Is the applicant a corporation, or non-corporate entity, that is organized under the laws of any foreign government? (Section 310(b)(2))	No
4) Is the applicant an entity of which more than one-fifth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any entity organized under the laws of a foreign country? (Section 310(b)(3))	No
5) Is the applicant directly or indirectly controlled by any other entity of which more than one-fourth of the capital stock, or other equity or voting interest, is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any entity organized under the laws of a foreign country? (Section 310(b)(4))	Yes
6) Has the applicant received a declaratory ruling(s) under Section 310(b)(4) of the Communications Act?	No
6a) Enter the citation of the applicable declaratory ruling by DA/FCC number, FCC Record citation, release date, or any other identifying information.	
7) Has there been any change in the applicant's foreign ownership since issuance of the declaratory ruling(s) cited in response to Question 6?	
8) Does the applicant certify that it is in compliance with the terms and conditions of the foreign ownership declaratory ruling(s) cited in response to Question 6?	
9) In connection with this application, is the applicant filing a foreign ownership Petition for Declaratory Ruling pursuant to Section 310(b)(4) of the Communications Act?	Yes

**Rebroadcast
Certifications for
K232ED**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	28635
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
W243BS**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	65640
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes

Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A
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**Rebroadcast
Certifications for
K227CY**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	9222
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K260CE**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	Yes
Primary station proposed to be rebroadcast; facility ID:	1247
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	Yes

Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
W235CH**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	58400
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K285GL**

Question	Response
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For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	63169
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
W241CV**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	48366
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K279CI**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	54844
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K291CH**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	54844
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes

<p>Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.</p>	<p>N/A</p>
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**Rebroadcast
Certifications for
K277CX**

Question	Response
<p>For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.</p>	<p>N/A</p>
<p>Primary station proposed to be rebroadcast; facility ID:</p>	<p>2543</p>
<p>Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).</p>	<p>N/A</p>
<p>Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.</p>	<p>Yes</p>
<p>Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.</p>	<p>N/A</p>

Rebroadcast

Question	Response
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**Certifications for
K244EG**

For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	60914
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K279CO**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	67028
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K286CA**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	28635
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K232CX**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	72030
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
W242BY**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	10110
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K292FY**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	52677
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes

Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A
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**Rebroadcast
Certifications for
K280CV**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	11658
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K233DB**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A

Primary station proposed to be rebroadcast; facility ID:	65330
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
W292EX**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	50409
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K248DE**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	63159
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
W259CL**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	58400
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes

Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A
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**Rebroadcast
Certifications for
K296GK**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	71087
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
W278BW**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	50404
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A

Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K257GU**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	50744
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
W243EO**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	22674

Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K279AP**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	31004
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K269FT**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	52674
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K279BG**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	52675
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A

Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K221BI**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	28635
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
K284CR**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	12130
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes
Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.	N/A

**Rebroadcast
Certifications for
W245AH**

Question	Response
For applicants proposing rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted.	N/A
Primary station proposed to be rebroadcast; facility ID:	7691
Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	N/A
Applicant certifies that the FM translator's (a) 1 mV/m coverage contour does not extend beyond the protected contour of the commercial FM primary station to be rebroadcast, or (b) entire 1 mV/m coverage contour is contained within the greater of either: (i) the 2 mV/m daytime contour of the commercial AM primary station to be rebroadcast, or (ii) a 25-mile radius centered at the commercial AM primary station's transmitter site.	Yes

<p>Applicant certifies that it is in compliance with 47 C.F.R. Section 74.1232(e), which prohibits a FM translator station whose coverage contour extends beyond the protected contour of the commercial FM primary station being rebroadcast, from receiving support (except for specified technical assistance), before, during, or after construction, directly or indirectly, from the primary station, or any person or entity having any interest in, or connection with, the primary station.</p>	<p>N/A</p>
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Licensee /Permittee Certification

Section	Question	Response
<p>General Certification Statements</p>	<p>Licensee/Permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee/Permittee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	
	<p>The Licensee/Permittee certifies that neither the Licensee /Permittee nor any other party to the application is subject to a denial of Federal benefits pursuant to §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. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002(c). The Licensee/Permittee certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.</p>	
<p>Authorized Party to Sign</p>	<p>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).</p>	
	<p>I certify that this application includes all required and relevant attachments.</p>	

I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.	John Grossi <i>Secretary</i> 08/13/2021
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Transferee Certification

Section	Question	Response
General Certification Statements	Transferee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Transferee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	
	The Transferee certifies that neither the Transferee nor any other party to the application is subject to a denial of Federal benefits pursuant to §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. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002 (c). The Transferee certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.	
Authorized Party to Sign	FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application. WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).	
	I certify that this application includes all required and relevant attachments.	Yes
	I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.	Robert Proffitt <i>Chief Executive Officer</i> 08/13/2021

Transferor Certification

Section	Question	Response
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General Certification Statements	Transferor certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Transferor further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	
	The Transferor certifies that neither the Transferor nor any other party to the application is subject to a denial of Federal benefits pursuant to §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. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002 (c). The Transferor certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.	
Authorized Party to Sign	FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application. WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND /OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, §503).	
	I certify that this application includes all required and relevant attachments.	Yes
	I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.	Robert Proffitt <i>Chief Executive Officer</i> 08/13/2021

Attachments

File Name	Uploaded By	Attachment Type	Description	Upload Status
Alien Ownership.pdf	Applicant	All Purpose	Alien Ownership	Done with Virus Scan and/or Conversion
Alpha Media Licensee LLC Competitive Bidding Exhibit.pdf	Applicant	Transfer Questions	Competitive Bidding Exhibit	Done with Virus Scan and/or Conversion
Description of Transaction.pdf	Applicant	Parties to the Application Certification	Description of Transaction and Parties to the Application	Done with Virus Scan and/or Conversion

<u>MOS BIA Reports.pdf</u>	Applicant	Transferee Legal Certifications	Multiple Ownership Exhibit Part 2	Done with Virus Scan and/or Conversion
<u>MOS Technical Exhibit.pdf</u>	Applicant	Transferee Legal Certifications	Multiple Ownership Exhibit Part 3	Done with Virus Scan and/or Conversion
<u>Multiple Ownership Exhibit.pdf</u>	Applicant	Transferee Legal Certifications	Multiple Ownership Exhibit Part 1	Done with Virus Scan and/or Conversion
<u>Petition for Declaratory Ruling.pdf</u>	Applicant	All Purpose	Petition for Declaratory Ruling	Done with Virus Scan and/or Conversion
<u>Schedule 315 Other Authorizations Exhibit.pdf</u>	Applicant	Licensee/Permittee Legal Certifications	Other Authorizations	Done with Virus Scan and/or Conversion
<u>Schedule 315 Other Authorizations Exhibit.pdf</u>	Applicant	Transferee Legal Certifications	Other Authorizations Exhibit	Done with Virus Scan and/or Conversion
<u>Waiver Exhibit.pdf</u>	Applicant	Fees, Waivers and Exemptions	Waiver Exhibit	Done with Virus Scan and/or Conversion
<u>WJXN_TBA.pdf</u>	Applicant	Transferee Legal Certifications	WJXN-FM Time Brokerage Agreement	Done with Virus Scan and/or Conversion

See attached Petition for Declaratory Ruling.

Alpha Media Licensee LLC – Authorizations Obtained Through Competitive Bidding

The construction permits for KJAK(FM), Pearsall, TX, (FIN 198762), and KTLH(FM), Hallsville, TX, (FIN 198622) were acquired through competitive bidding in Auction 98. No bidding credit was claimed or utilized.

Description of Transaction/Changes in Interests/Attributable Parties

This application is one of several filed contemporaneously on FCC Form 2100, Schedule 315 (the “Applications”), which collectively request Commission consent to the transfer of control of various radio station licenses held by indirect, wholly owned subsidiaries of Alpha Media Holdings Inc. (“New Alpha” or “Alpha”).

The Alpha licensee subsidiaries (the “Alpha Licensees”) that are concurrently filing transfer of control applications are as follows:

- Alpha Media Licensee LLC
- Alpha 3E Licensee LLC

On July 15, 2021, and pursuant to the FCC’s conditional grant of applications seeking consent to Alpha’s reorganization pursuant to Chapter 11 of the Bankruptcy Code, Alpha emerged from bankruptcy. In accordance with the company’s Joint Plan of Reorganization (the “Plan”)¹ and following its emergence from bankruptcy pursuant to the FCC’s approval,² New Alpha is owned by sponsors (the “Sponsors”) that held second lien note claims in Alpha Media Holdings LLC, Debtor-in-Possession (“Old Alpha”) prior to Alpha’s emergence from bankruptcy.

More specifically, at Alpha’s emergence from bankruptcy and in accordance with the Plan and the *Alpha Approval Order*, FCC licenses then-held by the Alpha Licensees as debtors-in-possession were assigned to those same licensees as non-debtors-in-possession. The Sponsors also exchanged their second lien note claims in Old Alpha for *pro rata* equity shares representing (1) New Alpha Common Stock (“Equity Interests”), which constitute voting interests, and (2) New Alpha Warrants (“Warrants”). The Plan and the Warrant Agreement governing the Warrants permits exercise of the Warrants for Equity Interests only upon the satisfaction of certain conditions, including compliance with the Communications Act and the FCC’s rules.³

¹ All documents related to the Alpha Debtors’ bankruptcy and emergence can be found on a real-time basis in the Bankruptcy Court docket of the cases, available online at <https://pacer.uscourts.gov/>. The Alpha Debtors also maintain a website where these documents are available at no cost <https://cases.stretto.com/AlphaMedia>.

² *Alpha Media Licensee LLC, Debtor-in-Possession (Assignor) and Alpha Media Licensee LLC (Assignee), Alpha 3E Licensee LLC, Debtor-in-Possession (Assignor) and Alpha 3E Licensee LLC (Assignee)*, FCC File Nos. 0000138519, 0000138678, 0000138727, 0000138774, DA 21-825 (July 13, 2021) (“*Alpha Approval Order*”).

³ See FCC File Nos. 0000138519, 0000138678, 0000138727, 0000138774 (“Emergence Applications”), Description of the Transaction and Request for Waivers Exhibit. The Warrants carry no voting rights, and no rights to economic distributions. Rather, they are convertible instruments that by their terms may be exercised only if exercise will be consistent with the Communications Act and are not intended to confer any current equity interests. See Emergence Applications, Description of the Transaction and Request for Waivers Exhibit at 2; *Alpha Approval Order*, ¶ 5; see also *Estrella Broadcasting*, Declaratory Ruling, 35 FCC Rcd 14998, ¶ 2 (2020) (“*Estrella Declaratory Ruling*”) (noting that broadcast petitioner had been authorized to file its petition for declaratory ruling required by Section 1.5000(a)(1) after emerging from Chapter 11 bankruptcy and prior to conversion of pre-paid warrants); *iHeart Media, Inc.; Petition for Declaratory Ruling Under Section 310(b)(4) of the Communications Act of 1934, as Amended*, Declaratory Ruling, MB Docket No. 20-51, 35 FCC Rcd 12770, ¶ 16 (2020) (“*iHeartMedia Declaratory Ruling*”); *Cumulus Media Inc.; Petition for Declaratory Ruling Under Section 310(b)(4) of the Communications Act of 1934, as Amended*, Declaratory Ruling, MB Docket No. 19-143, 35 FCC Rcd 5461, ¶¶ 9-11 (2020) (“*Cumulus*

These steps were taken in connection with the emergence to ensure compliance with the 25 percent foreign ownership benchmark, as well as other Communications Act and FCC regulatory restrictions on ownership. Specifically, pursuant to the Plan, (a) New Alpha acquired 100 percent of the equity interests of Old Alpha, and (b) New Alpha Equity Interests and/or Warrants to purchase Equity Interests were allocated to Sponsors in a manner that ensured that no more than 23 percent (well below the Section 310(b) limit of 25 percent) of New Alpha's equity or voting rights were held by foreign entities.⁴ The Sponsors holding direct attributable interests in New Alpha after its emergence from bankruptcy are:

- MetLife Private Equity Holdings, LLC ("MPEH"), a Delaware limited liability company, which holds a 41.7 percent equity and voting interest;
- Florida Growth Fund LLC ("FGF"), a Delaware limited liability company, which holds a 27.4 percent equity and voting interest;
- Hamilton Lane Strategic Opportunities 2016 Fund LP ("HLSOF"), a Delaware limited partnership, which holds a 21.6 percent equity and voting interest; and
- IGC North America Holdings Ltd. ("ICGNA"), a Cayman Islands corporation, which holds a 5.7 percent equity and voting interest.⁵

Certain of the Sponsors listed above also hold Warrants, as do several other Sponsors that hold non-attributable equity and voting interests in New Alpha.

The Plan further contemplates that, following grant of a petition for declaratory ("PDR") ruling by the FCC and subject to any conditions imposed by the FCC in such a ruling, a substantial majority of the New Alpha Warrants will be exercised for New Equity Interests in an amount that would cause (a) New Alpha's aggregate foreign ownership to exceed 25 percent; and (b) certain foreign Sponsors to hold equity and/or voting interests in New Alpha that would require specific approval. Accordingly, the *Alpha Approval Order* granted a request for a temporary waiver of Section 1.5000(a)(1) of the Commission's rules, 47 C.F.R. § 1.5000(a)(1), and conditioned the grant of the Emergence Applications upon the filing of the PDR pursuant to Section 310(b)(4) of the Communications Act within 30 days of closing of the transaction authorized by such grant. New Alpha is filing the PDR concurrently herewith in satisfaction of that condition and pursuant to 47 C.F.R. § 1.5000(a)(1). Moreover, as a result of the attendant

Declaratory Ruling").

⁴ See Emergence Applications, Description of the Transaction and Request for Waivers Exhibit; 47 U.S.C. § 310(b)(4).

⁵ The percentages of New Alpha's equity and voting rights distributed to these Sponsors differ in immaterial respects from the percentages provided in the Emergence Applications due to adjustments made in order to ensure compliance with the 23 percent foreign ownership benchmark set by the Plan. As of emergence, New Alpha has a foreign voting percentage of approximately 15 percent and a foreign equity percentage of approximately 22.7 percent.

restructuring of the New Alpha, the company is seeking the Commission's consent to the transfer of control of the Alpha Licensees.

Upon exercise of these New Alpha Warrants for New Equity Interests following grant of the instant transfer of control applications and the accompanying PDR, the Alpha Licensees will continue to be controlled indirectly by New Alpha, as reorganized, through wholly owned subsidiaries. The PDR contains complete information pertaining to the parties to the Applications. Attachment B to the PDR contains complete information concerning the individuals and entities that will directly and indirectly hold attributable interests in New Alpha following grant of the requested declaratory ruling, as well as the attributable interest holders of its subsidiaries and the Alpha Licensees. Attachment C contains ownership diagrams that illustrate New Alpha's vertical ownership structure and its subsidiaries that hold broadcast licenses.

Waiver Request

One or more radio stations that are the subject of the instant applications will have a renewal pending before the Commission during the time that the applications are pending. Consistent with the Commission's policy permitting consummation of a multi-station transfer of control or assignment overlapping with a renewal cycle, New Alpha as transferee hereby assents to succeeding to the place of the transferor as currently structured for any pending renewal applications for those radio broadcast stations over which New Alpha as transferee will acquire control. See *ION Media Networks Liquidating Trust (Transferors) and Media Holdco, LP (Transferee) For Transfer of Control of ION Media Networks, Inc., and Certain Subsidiaries, Licensees of Station WPXN-TV, New York, NY, et al.*, Memorandum Opinion and Order, 24 FCC Rcd 14579 (2009) (“[I]n multi-station transactions, [the FCC] will grant the transfer of control application while [a] renewal application is pending as long as there are no basic qualification issues pending against the transferor or transferee that could not be resolved in the context of the transfer proceeding, and the transferee explicitly assents to standing in the stead of the transferor in the pending renewal proceeding.”) (quoting *Shareholders of CBS Corporation, Memorandum Opinion and Order*, 16 FCC Rcd 16072, 16072-3 ¶¶ 3-4 (2001)); *Cumulus Media, Inc. and Citadel Broadcasting Corp.*, Memorandum Opinion and Order, 26 FCC Rcd 12956, 12959 ¶ 6 (2011) (assignment of license subject to renewal proceedings is permissible when assignee agrees to accede to the position of the assignor with respect to such proceedings).

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)
)
Alpha Media Holdings Inc.) Docket No. _____
)
Petition for Declaratory Ruling Under Section)
310(b)(4) of the Communications Act of 1934,)
as Amended)
)
)
)
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)

PETITION FOR DECLARATORY RULING

Kathleen A. Kirby
Eve Klindera Reed
Stephen J. Conley
Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
202.719.7000

Attorneys for Alpha Media Holdings Inc.

August 13, 2021

TABLE OF CONTENTS

	Page
I. INTRODUCTION AND SUMMARY	1
II. THE CIRCUMSTANCES PROMPTING THE FILING OF THE PETITION AND NEW ALPHA’S CURRENT FOREIGN OWNERSHIP.	2
III. THE PROPOSED FOREIGN OWNERSHIP IS CONSISTENT WITH COMMISSION PRECEDENT AND THE PUBLIC INTEREST.	5
A. <u>Standard of Review</u>.....	5
B. <u>Proposed Foreign Ownership</u>	7
1. Proposed Foreign Ownership in General	7
2. Description of Attributable Interest Holders Requiring Specific Approval	9
a. ICGNA’s Interest in New Alpha.....	9
b. BigSur’s Interest in New Alpha.....	12
3. Description of Attributable Interest Holders Not Requiring Specific Approval	13
a. MPEH’s Interest in New Alpha.....	13
b. FGF’s Interest in New Alpha.....	14
c. HLSOF’s Interest in New Alpha	15
C. <u>Public Interest Analysis</u>.....	17
1. Grant of the Petition Will Improve Alpha’s Ability to Compete and Innovate.....	17
2. Grant of the Petition Will Serve the Commission’s Interest in Encouraging Foreign Investment in Broadcasting and Ensure Comity with the Bankruptcy Laws.	18
3. Grant of the Petition Will Further United States Trade Policy Without Raising any National Security, Law Enforcement, or other Risks.	21
IV. CONCLUSION	26

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PETITION FOR DECLARATORY RULING

I. INTRODUCTION AND SUMMARY

Alpha Media Holdings Inc. (“New Alpha” or “Alpha”), a Delaware corporation, by its attorneys, respectfully submits this petition (“Petition”) requesting that the Federal Communications Commission (“FCC” or “Commission”) issue a declaratory ruling to allow it to have foreign investment in excess of the 25 percent benchmark contained in Section 310(b)(4) of the Communications Act of 1934, as amended (the “Communications Act”).¹ Specifically, New Alpha, which is the indirect parent company of two subsidiaries that hold broadcast radio and other FCC licenses, seeks a ruling permitting up to 100 percent aggregate foreign investment (voting and equity).² In addition, New Alpha requests specific approval for certain foreign investors that

¹ 47 U.S.C. § 310(b)(4).

² See 47 C.F.R. § 1.5000(a)(1); see also *id.* § 1.5000(c)(2). Attachment A contains a list of New Alpha’s subsidiaries that hold broadcast licenses and the information required by Section 1.5001(a)-(c) of the Commission’s rules with respect to New Alpha and each such subsidiary. Certain of these subsidiaries hold wireless and satellite authorizations. Information concerning those authorizations is not included in Attachment A because those authorizations are not subject to Section 310(b) of the Communications Act. 47 U.S.C. § 310(b) (imposing foreign ownership limitations on holders of “broadcast or common carrier or aeronautical en route or aeronautical

seek to directly or indirectly hold more than five percent of its equity or voting rights, and/or to hold equity interests that will cause them to be deemed to hold more than five percent of New Alpha's voting rights.³ New Alpha notes that the post-declaratory ruling day-to-day operations of New Alpha (including the content of its radio programming) will remain, as they are today, under the control of U.S. citizens. As described more fully below, approval of the proposed foreign investment in New Alpha will serve the public interest by enabling it to better compete in the media marketplace, incentivizing foreign investment in broadcasting, and promoting U.S. trade policy by encouraging reciprocal investment opportunities for U.S. companies in foreign markets, while avoiding any risks to national security, law enforcement, or foreign or trade policy.

II. THE CIRCUMSTANCES PROMPTING THE FILING OF THE PETITION AND NEW ALPHA'S CURRENT FOREIGN OWNERSHIP.

New Alpha, through two wholly owned subsidiaries, owns and operates, among other things, 236 licensed full-power broadcast radio stations and translators, pursuant to licenses issued by the FCC. In accordance with New Alpha's Joint Plan of Reorganization (the "Plan")⁴ and

fixed radio station license[s]"). Attachment B contains information concerning the individuals and entities that will directly and indirectly hold attributable interests in New Alpha following grant of the requested declaratory ruling as required by Section 1.5001(e), (f), and (g)(2) of the Commission's rules, as well as the attributable interest holders of its subsidiaries that hold broadcast licenses. Attachment C contains ownership diagrams that illustrate New Alpha's vertical ownership structure and its subsidiaries that hold broadcast licenses as required by Section 1.5001(h)(2) of the Commission's rules.

³ Each of the entities and individuals requiring specific approval will hold a non-controlling interest in New Alpha. The FCC's foreign ownership rules require specific approval for non-controlling interests of more than five percent. *See id.* § 1.5001(i)(1).

⁴ All documents related to the Alpha Debtors' bankruptcy and emergence can be found on a real-time basis in the Bankruptcy Court docket of the cases, available online at <https://pacer.uscourts.gov/>. The Alpha Debtors also maintain a website where these documents are available at no cost <https://cases.stretto.com/AlphaMedia>.

following its emergence from bankruptcy pursuant to the FCC’s approval,⁵ New Alpha is currently owned by sponsors (the “Sponsors”) that held second lien note claims in Alpha Media Holdings LLC, Debtor-in-Possession (“Old Alpha”) prior to New Alpha’s emergence from bankruptcy.

At Alpha’s emergence from bankruptcy and in accordance with the Plan and the FCC’s approval, FCC licenses then-held by the Alpha licensees as debtors-in-possession were assigned to those same licensees as non-debtors-in-possession. The Sponsors also exchanged their second lien note claims in Old Alpha for pro rata equity shares representing (1) New Alpha Common Stock (“Equity Interests”), which constitute voting interests, and (2) New Alpha Warrants (“Warrants”). The Plan and the Warrant Agreement governing the Warrants permits exercise of the Warrants for Equity Interests only upon the satisfaction of certain conditions, including compliance with the Communications Act and the FCC’s rules.⁶ On July 15, 2021, and pursuant to the FCC’s conditional grant of applications seeking consent to New Alpha’s reorganization pursuant to Chapter 11 of the Bankruptcy Code, New Alpha and its subsidiaries that hold broadcast

⁵ *Alpha Media Licensee LLC, Debtor-in-Possession (Assignor) and Alpha Media Licensee LLC (Assignee), Alpha 3E Licensee LLC, Debtor-in-Possession (Assignor) and Alpha 3E Licensee LLC (Assignee)*, FCC File Nos. 0000138519, 0000138678, 0000138727, 0000138774, DA 21-825 (July 13, 2021) (“*Alpha Approval Order*”).

⁶ *See* FCC File Nos. 0000138519, 0000138678, 0000138727, 0000138774 (“*Emergence Applications*”), Description of the Transaction and Request for Waivers Exhibit. The Warrants carry no voting rights, and no rights to economic distributions. Rather, they are convertible instruments that by their terms may be exercised only if exercise will be consistent with the Communications Act, and are not intended to confer any current equity interests. *Emergence Applications, Description of the Transaction and Request for Waivers Exhibit at 2; Alpha Approval Order*, ¶ 5; *see Estrella Broadcasting, Declaratory Ruling*, 35 FCC Rcd 14998, ¶ 2 (2020) (“*Estrella Declaratory Ruling*”) (noting that broadcast petitioner had been authorized to file its petition for declaratory ruling required by Section 1.5000(a)(1) after emerging from Chapter 11 bankruptcy and prior to conversion of pre-paid warrants); *see also iHeart Media, Inc.; Petition for Declaratory Ruling Under Section 310(b)(4) of the Communications Act of 1934, as Amended, Declaratory Ruling*, MB Docket No. 20-51, 35 FCC Rcd 12770, ¶ 16 (2020) (“*iHeartMedia Declaratory Ruling*”); *Cumulus Media Inc.; Petition for Declaratory Ruling Under Section 310(b)(4) of the Communications Act of 1934, as Amended, Declaratory Ruling*, MB Docket No. 19-143, 35 FCC Rcd 5461, ¶¶ 9-11 (2020) (“*Cumulus Declaratory Ruling*”).

licenses emerged from bankruptcy.⁷ In connection with its emergence, New Alpha took steps to ensure compliance with the 25 percent foreign ownership benchmark, as well as other Communications Act and FCC regulatory restrictions on ownership. Specifically, pursuant to the Plan, (a) New Alpha acquired 100 percent of the equity interests of Old Alpha, and (b) New Alpha Equity Interests and/or Warrants were allocated to Sponsors in a manner that ensured that no more than 23 percent (well below the Section 310(b) limit of 25 percent) of New Alpha's equity or voting rights were held by foreign entities.⁸ The Sponsors holding direct attributable interests in New Alpha after its emergence from bankruptcy are:

- MetLife Private Equity Holdings, LLC (“MPEH”), a Delaware limited liability company, which holds a 41.7 percent equity and voting interest;
- Florida Growth Fund LLC (“FGF”), a Delaware limited liability company, which holds a 27.4 percent equity and voting interest;
- Hamilton Lane Strategic Opportunities 2016 Fund LP (“HLSOF”), a Delaware limited partnership, which holds a 21.6 percent equity and voting interest; and
- ICG North America Holdings Ltd. (“ICGNA”), a Cayman Islands corporation, which holds a 5.7 percent equity and voting interest.⁹

Certain of the Sponsors listed above also hold Warrants, as do several other Sponsors that hold non-attributable equity and voting interests in New Alpha.

⁷ See *Alpha Approval Order*, ¶ 52; Emergence Applications, Description of the Transaction and Request for Waivers Exhibit.

⁸ See Emergence Applications, Description of the Transaction and Request for Waivers Exhibit; 47 U.S.C. § 310(b)(4).

⁹ The percentages of New Alpha's equity and voting rights distributed to these Sponsors differ in immaterial respects from the percentages provided in the Emergence Applications due to adjustments made in order to ensure compliance with the 23 percent foreign ownership benchmark set by the Plan. Following emergence, New Alpha has a foreign voting percentage of approximately 15 percent and a foreign equity percentage of approximately 22.7 percent.

The Plan contemplates that, following grant of a declaratory ruling by the FCC and subject to any conditions imposed by the FCC in such a ruling, a substantial majority of the New Alpha Warrants will be exercised for New Equity Interests in an amount that would cause (a) New Alpha's aggregate foreign ownership to exceed 25 percent and (b) certain foreign Sponsors to hold equity and/or voting interests in New Alpha that would require specific approval. Accordingly, the *Alpha Approval Order* conditioned the grant of the Emergence Applications upon the filing of a petition for declaratory ruling pursuant to Section 310(b)(4) of the Communications Act within 30 days of Alpha's emergence from bankruptcy as authorized by such grant, and prior to the second stage of the transaction. New Alpha emerged from bankruptcy on July 15, 2021. New Alpha is timely filing the instant Petition in satisfaction of the condition imposed by the *Alpha Approval Order* and pursuant to 47 C.F.R. § 1.5000(a)(1).¹⁰

III. THE PROPOSED FOREIGN OWNERSHIP IS CONSISTENT WITH COMMISSION PRECEDENT AND THE PUBLIC INTEREST.

A. Standard of Review

Under the revised foreign ownership rules adopted in 2016, the FCC reviews requests by broadcast licensees to exceed the Communications Act's 25 percent indirect foreign ownership benchmark under the same streamlined standard that had historically applied to common carriers.¹¹ Specifically, under Section 310(b) and the FCC's rules, the agency will approve indirect foreign

¹⁰ *Alpha Approval Order*, ¶ 48 (requiring filing of petition for declaratory ruling within 30 days of emergence from bankruptcy); 47 C.F.R. § 1.5001(d) (requiring petitioners to indicate whether they are seeking a declaratory ruling pursuant to Section 1.5000(a)(1) or 1.5000(a)(2) of the Commission's rules).

¹¹ See *Review of Foreign Ownership Policies for Broadcast, Common Carrier and Aeronautical Radio Licensees under Section 310(b)(4) of the Communications Act of 1934, as Amended*, Report and Order, 31 FCC Rcd 11272, ¶ 11 (2016) ("2016 Foreign Ownership Order").

ownership of broadcast licensees above 25 percent “unless the Commission finds that the public interest will be served by refusing to permit such foreign ownership.”¹²

In adopting rules to govern the consideration of broadcaster parent company requests for approval of up to 100 percent foreign voting and equity, the FCC rightly recognized “the need to provide broadcasters, as well as those seeking to acquire ownership interests in broadcasters, greater clarity and certainty” in an effort to “help improve access to capital from foreign investors and promote regulatory flexibility.”¹³ Permitting greater foreign investment in broadcast parent companies “has the potential to spur new and increased opportunities for capitalization for broadcasters” which “may in turn yield greater innovation.”¹⁴ Further, the FCC has previously determined that affording additional flexibility to structure foreign investments in Commission licensees “will promote U.S. trade policy.”¹⁵ As demonstrated below, the declaratory ruling sought herein would further each of these relevant policy objectives without compromising the FCC’s important interests in national security, law enforcement, or foreign and trade policy. New Alpha acknowledges, moreover, that the Commission’s grant of the relief requested in this Petition would be subject to the requirement to obtain specific approval in the future for any new foreign investment in the company (or increases in foreign investment by then-existing investors in New

¹² 47 C.F.R. § 310(b)(4); see *2016 Foreign Ownership Order*, ¶ 5; see also, e.g., *Consent to Transfer Control of Certain Subsidiaries of Univision Holdings, Inc. to Searchlight III UTD, L.P., ForgeLight (United) Investors, LLC, and Grupo Televisa, S.A.B.; Univision Holdings, Inc. Petition for Declaratory Ruling*, Memorandum Opinion and Order and Declaratory Ruling, 35 FCC Rcd 14835, ¶ 27 (2020) (“*Univision Declaratory Ruling*”).

¹³ *2016 Foreign Ownership Order*, ¶ 12.

¹⁴ *Commission Policies and Procedures Under Section 310(b)(4) of the Communications Act, Foreign Investment in Broadcast Licensees*, Declaratory Ruling, 28 FCC Rcd 16244, ¶ 12 (2013) (“*2013 Broadcast Clarification Order*”).

¹⁵ See, e.g., *Review of Foreign Ownership Policies for Common Carrier and Aeronautical Radio Licensees under Section 310(b)(4) of the Communications Act, as Amended*, First Report and Order, 27 FCC Rcd 9832, ¶¶ 2, 21 (2012).

Alpha) that would result in any foreign entity holding interests above 5 percent (or above 10 percent for investors subject to that threshold) other than any investor specifically approved herein.¹⁶

B. Proposed Foreign Ownership

1. Proposed Foreign Ownership in General

In the second stage of the transaction, New Alpha seeks to have up to 100 percent of its equity and voting rights held by foreign entities and individuals following the FCC’s grant of this Petition. New Alpha expects that the holders of more than 91 percent of its Warrants will exercise their Warrants following grant.¹⁷ As a result, the foreign Sponsors listed below will hold the

¹⁶ 47 C.F.R. § 1.5004(a)(1).

¹⁷ As noted above, the New Alpha Warrants are exercisable only upon the satisfaction of certain conditions, including compliance with the Communications Act and the FCC’s rules. In order to exercise Warrants, holders must (a) surrender their warrants, (b) pay the exercise price (or elect a cashless exercise, in which fewer Warrants will be exchanged for New Equity Interests), and (c) submit an exercise form to New Alpha. Warrant Agreement §§ 3.2(a)-(b), (d) (a copy of which was attached to each of the Emergence Applications). To the extent that the FCC grants the instant Petition, the Warrants held by those holders who have complied with the foregoing requirements will be automatically deemed exercised, provided that such exercise does not violate the Communications Laws or any order or declaratory ruling issued by the FCC and all conditions imposed upon the exercise of the holder’s Warrants have been satisfied. *Id.* § 3.4(i). One group of Alpha’s Warrant holders has indicated that it does not intend to exercise its Warrants. Even considering that group’s Warrants on a fully diluted basis, the group would not hold an interest in New Alpha that requires specific approval under the FCC’s foreign ownership rules. *See, e.g., iHeartMedia Declaratory Ruling*, ¶ 19 n.51 (“clarify[ing] that, for purposes of calculating whether an individual or entity is a disclosable interest holder or requires specific approval, iHeart should include any outstanding Special Warrants in its calculation of the individual’s or entity’s *pro rata* equity interest (*i.e.*, on a fully diluted basis)"); *Cumulus Media Declaratory Ruling*, ¶ 11 n.31 (same with respect to Cumulus).

In addition, two additional New Alpha Warrant holders that are indirectly commonly controlled by a Cayman Islands limited partnership currently hold Warrants that, if fully exercised, would cause that partnership to hold an indirect voting and equity interest of more than 5 percent. These holders have indicated that they intend to transfer a sufficient number of Warrants or take other action to ensure that the Cayman Islands partnership’s interest does not exceed 5 percent of Alpha’s voting or equity and, thus, does not require specific approval. To the extent that these holders transfer their Warrants to existing holders of Alpha Warrants, the percentages of voting

following direct attributable interests in New Alpha:¹⁸

- ICGNA will hold a direct equity interest of approximately 39.1 percent and a direct voting interest of approximately 41.4 percent in New Alpha.
- BigSur Capital Partners Three Corp. (“BigSur”) will hold a direct equity interest of approximately 6.3 percent and a direct voting interest of approximately 6.7 percent in New Alpha.

For completeness, New Alpha also notes that the U.S. Sponsors listed below will hold direct attributable interests in New Alpha:

- MPEH will hold a direct equity interest of approximately 23.6 percent and a direct voting interest of approximately 25 percent in New Alpha.¹⁹
- FGF and HLSOF will each hold a direct equity interest of approximately 7.9 percent and a direct voting interest of approximately 8.3 percent in New Alpha.

The proposed ownership of New Alpha described above would cause New Alpha to have more than 70 percent foreign ownership on both an equity and voting basis.²⁰ New Alpha is seeking a ruling permitting up to 100 percent foreign ownership in the aggregate in order to permit flexibility

and equity to be held by those existing holders will increase.

¹⁸ Under the FCC’s rules, only entities or individuals holding a five percent or greater voting interest in a broadcast licensee are attributable. 47 C.F.R. § 73.5555, Note 2(c). A full list of all entities and individuals that will hold direct and indirect attributable interests in New Alpha is available in Attachment B. In addition, as noted above, one group of Alpha’s Warrant holders has indicated that it does not intend to exercise its Warrants. Accordingly, and consistent with the authorities cited in note 17, *supra*, Alpha has included that group’s Warrants in its calculation of equity interests while excluding them from the calculation of voting interests.

¹⁹ The interest to be held by MPEH will include the stock issued to MPEH at Alpha’s emergence from bankruptcy, as well as the stock issued to MetLife Insurance, K.K. (“MIK”), a Japanese joint stock company, at emergence and upon exercise of Warrants issued to MIK at that time. As explained in the Emergence Applications, MPEH and MIK are both ultimately controlled by MetLife, Inc. (“MetLife”). See Emergence Applications, Description of the Transaction and Request for Waivers Exhibit at 3. MetLife has informed Alpha that, prior to the exercise of the Warrants, it will cause MIK’s entire interest in New Alpha to be transferred to MPEH.

²⁰ MPEH, FGF, and HLSOF themselves have some foreign ownership and thus contribute modest amounts of foreign ownership to New Alpha’s aggregate foreign ownership. However, as discussed further below, no entity affiliated with these U.S. Sponsors requires specific approval.

to take on additional foreign investment in the future.²¹ A description of New Alpha’s ownership structure, including identification of individuals and entities requiring specific approval, follows.²²

2. Description of Attributable Interest Holders Requiring Specific Approval

a. ICGNA’s Interest in New Alpha

Following the exercise of New Alpha Warrants for Equity Interests, five foreign entities affiliated with ICGNA will require specific approval. ICGNA itself will hold an equity interest of approximately 39.1 percent and a voting interest of approximately 41.4 percent in New Alpha and thus requires specific approval. The investment manager of ICGNA’s investment in New Alpha is ICG Fund Advisors, LLC (“ICG Advisors”), a Delaware limited liability company that will not hold any equity or voting interest in ICGNA but that, as investment manager, controls ICGNA’s

²¹ See 47 C.F.R. § 1.5001(k); see also *2016 Foreign Ownership Order*, ¶ 15 (“[A]mong other changes, broadcast petitioners will now be able to request: (1) approval of up to and including 100 percent aggregate foreign ownership (voting and/or equity) by unnamed and future foreign investors in the controlling U.S. parent of a broadcast licensee, subject to certain conditions; [and] (2) approval for any named foreign investor that proposes to acquire a less than 100 percent controlling interest to increase the interest to 100 percent at some future time. . . .”); *Univision Declaratory Ruling*, ¶ 26 (“We also find that it would not be in the public interest to prohibit the aggregate foreign equity and voting interest in Univision to exceed 25% and to increase the interest up to and including 100% voting and equity.”); *iHeartMedia Declaratory Ruling*, ¶ 16 (“iHeart requests approval to permit up to and including 100% aggregate direct and/or indirect foreign investment (voting and equity). . . . [P]ursuant to section 1.5000(a) of the rules, this Declaratory Ruling permits the aggregate direct and/or indirect foreign equity and voting interests in iHeart to exceed 25%, and to increase up to and including 100%.”); *Cumulus Declaratory Ruling*, ¶ 3 (permitting foreign investors to hold up to a 100 percent equity and voting interest in Cumulus Media even though foreign investors would have held a 31 percent equity and 34 percent voting interest in Cumulus Media if all warrants were exercised).

²² Attachment C also details New Alpha’s current ownership structure following emergence from bankruptcy and New Alpha’s proposed ownership structure following the exercise of New Alpha Warrants. 47 C.F.R. § 1.5001(h)(2). Attachment D includes percentage estimates of New Alpha’s aggregate direct and indirect foreign equity and voting interests following the exercise of Warrants and a general description of the methods used to determine the percentages. *Id.* § 1.5001(h)(1). Attachment E contains a list of each entity or individual for which specific approval is requested and the information required under the Commission’s rules for each such entity or individual. *Id.* §§ 1.5001(i)-(j).

interest in New Alpha. ICG Advisors is wholly owned by Intermediate Capital Group, Inc. (“ICG”), a Delaware corporation acting as ICG Advisors’ sole member. Intermediate Capital Group, Inc. in turn is wholly owned by ICG FMC Limited (“ICG FMC”), which is a United Kingdom private limited company and, as a result of its ultimate control of ICGNA’s interest in New Alpha, also requires specific approval.

ICG Global Investment Jersey Limited (“ICG Jersey”), a Jersey registered private company, holds an 18.57 percent equity and voting interest in ICGNA. Following the exercise of ICGNA’s Warrants, ICG Jersey will hold an equity interest of approximately 7.3 percent and a voting interest of approximately 7.7 percent in New Alpha²³ and therefore requires specific approval. ICG Jersey is wholly owned by ICG Global Investment UK Limited (“ICG UK”), a United Kingdom private limited company. Accordingly, ICG UK will likewise hold an equity interest of approximately 7.3 percent and a voting interest of approximately 7.7 percent in New Alpha²⁴ and also requires specific approval. ICG UK is, in turn, wholly owned by Intermediate Capital Group PLC (“ICG PLC”), a United Kingdom public limited company.

ICG North American Private Debt Fund LP (“ICG North American LP”), a Delaware limited partnership, holds a 79.64 percent equity and voting interest in ICGNA which, as an interest of 50 percent or more, is treated as a 100 percent interest in ICGNA under the FCC’s foreign ownership rules.²⁵ ICG North American LP’s sole general partner is ICG North American Private Debt GP LP (“ICG North American GP”), a Delaware limited partnership that holds a zero percent equity interest and a 100 percent voting interest in ICG North American LP. ICG North American

²³ See *id.* § 1.5001(i)(1), Note; *id.* § 1.5002.

²⁴ See *id.* § 1.5001(i)(1), Note; *id.* § 1.5002.

²⁵ See *id.* § 1.5001(i)(1), Note; *id.* § 1.5002(b)(1)-(2).

LP's limited partners, which are insulated in accordance with the Commission's rules, hold a combined 100 percent equity interest in ICG North American LP. ICG North American GP's sole general partner is ICG North America Associates LLC ("ICG Associates"), a Delaware limited liability company holding a zero percent equity interest and a 100 percent voting interest in ICG North American GP. ICG North American GP's limited partners, which are insulated in accordance with the Commission's rules, hold a combined 100 percent equity interest in ICG North American LP. ICG Associates is wholly owned by ICG FMC. Accordingly, through its indirect ownership of ICGNA and ICG Advisors (which as noted above is the investment manager to ICGNA and controls its investment in New Alpha), ICG FMC will hold an indirect voting interest of approximately 41.4 percent, and an indirect equity interest of approximately 0 percent, in New Alpha.²⁶ Accordingly, ICG FMC requires specific approval.

ICG FMC is, in turn, wholly owned by ICG PLC, which is also the sole owner of ICG UK. Accordingly, through its indirect ownership of ICGNA and ICG Advisors, ICG PLC will hold an indirect voting interest of approximately 41.4 percent, and an indirect equity interest of approximately 0 percent, in New Alpha. ICG PLC will also hold a direct equity interest of approximately 3.3 percent and a direct voting interest of approximately 3.5 percent in New Alpha. Therefore, ICG PLC will, as a result of the ownership interests described above, directly and indirectly hold a combined voting interest of approximately 44.9 percent, and a combined equity

²⁶ ICG Advisors also acts as the investment manager with respect to a portion of the interests held by two other entities that are described in n.38, *infra*, which will cause ICG FMC to hold a total indirect voting interest of approximately 43.2 percent, and an indirect equity interest of approximately 0 percent, in New Alpha.

interest of approximately 10.6 percent, in New Alpha.²⁷ Accordingly, ICG PLC requires specific approval.

b. BigSur's Interest in New Alpha

Following the exercise of New Alpha Warrants for New Equity Interests, BigSur, a British Virgin Islands Corporation, will hold a direct equity interest of approximately 6.3 percent and a direct voting interest of approximately 6.7 percent in New Alpha and will require specific approval. BigSur Partners LLC ("BigSur LLC"), a Delaware limited liability company, holds a 100 percent voting interest and a zero percent equity interest in BigSur. BigSur's equity interests are owned by 15 funds registered in the Bahamas, Netherlands, British Virgin Islands, Cayman Islands, and New Zealand, which are insulated in accordance with the Commission's broadcast attribution rules. Each fund holds an equity interest of between 3.0 and 12.2 percent in BigSur, and each will hold less than a 1 percent indirect equity (and deemed voting) interest in New Alpha. Accordingly, none of the funds holding interests in BigSur will require specific approval. BigSur LLC has three members – Gorriti Investments, LLC, a Florida limited liability company holding a 5.92 percent equity and voting interest; BigSur Advisors Corp. ("BigSur Advisors"), a Florida corporation holding a 75.05 percent equity and voting interest; and PCP Advisors Corp., a Florida corporation holding a 13.03 percent equity and voting interest. BigSur Advisors is wholly owned (100 percent equity and voting) by Ignacio Pakciarz, a U.S. citizen. As U.S.-organized and - controlled entities, none of the members of BigSur LLC will require specific approval.

²⁷ As a result of ICG Advisors' investment management relationship with the entities described in n.38, *infra*, ICG PLC will hold a total voting interest of approximately 46.7 percent, and a total equity interest of approximately 10.6 percent, in New Alpha

3. Description of Attributable Interest Holders Not Requiring Specific Approval

a. MPEH's Interest in New Alpha

After the exercise of New Alpha Warrants for New Equity Interests, MPEH, which as noted above is a Delaware limited liability company, will hold a direct equity interest of approximately 23.6 percent and a direct voting interest of approximately 25 percent in New Alpha. Neither MPEH nor any of the entities or individuals in MPEH's ownership structure require specific approval.²⁸ The investment manager for MPEH's Equity Interests in New Alpha is MetLife Investment Management, LLC ("MIM"), a Delaware limited liability company. MIM holds a zero percent equity interest and a 100 percent voting interest in MPEH. The sole member of MIM is MetLife Investment Management Holdings, LLC ("MIM Holdings"), a Delaware limited liability company that holds a 100 percent equity and voting interest in MIM. The sole member of MPEH is MetLife SP Holdings, LLC ("MSPH"), a Delaware limited liability company holding a 100 percent equity interest in MPEH. MSPH's sole member is Metropolitan Life Insurance Company ("MLIC"), a Delaware corporation with a 100 percent equity and voting interest in MSPH. MLIC is wholly owned by MetLife, Inc ("MetLife"), a publicly traded Delaware corporation with approximately 12.25 percent of its stock held by foreign individuals or entities. None of those foreign owners will hold more than a 5 percent indirect voting or equity interest in New Alpha and, accordingly, none will require specific approval under the Commission's rules.²⁹ MetLife is also the sole member and owner of MIM Holdings.

²⁸ 47 C.F.R. § 1.5001(i). As noted above, *see supra* n.19, prior to the exercise of Warrants, interests currently held by MPEH's Japanese affiliate, MIK, will be transferred to MPEH. Accordingly, MIK does not require specific approval.

²⁹ *See id.* §§ 1.5001(i); 1.5002.

b. FGF's Interest in New Alpha

After the exercise of New Alpha Warrants for New Equity Interests, FGF, which as noted above is a Delaware limited liability company, will hold a direct equity interest of approximately 7.9 percent and a direct voting interest of approximately 8.3 percent in New Alpha. Neither FGF nor any of the entities or individuals in FGF's ownership structure require specific approval.³⁰ FGF has two members – (1) HL Florida Growth LLC (“HLFG”), a Delaware limited liability company with a 2 percent equity interest and a 100 percent voting interest; and (2) an insulated U.S. investor with a 98 percent equity interest and a zero percent voting interest.³¹ HLFG is wholly owned by Hamilton Lane Advisors LLC (“HLA”), a Delaware limited liability company. HLA's members include (1) Hamilton Lane Incorporated (“HLI”), a publicly traded Delaware Corporation with a 64.6 percent equity interest and a 100 percent voting interest in HLA³²; and (2) insulated U.S. investors holding a collective 35.4 percent equity interest and a zero percent voting interest. HLI's attributable investors include two U.S. citizens, Hartley R. Rogers (49 percent voting and 15 percent equity)³³ and Mario L. Giannini (19 percent voting and 7 percent equity);³⁴

³⁰ *Id.* § 1.5001(i).

³¹ HLFG's investor is insulated in accordance with Commission's broadcast attribution rules. *See id.* § 73.3555, Note 2(f).

³² Approximately 3.4 percent of HLI's equity and 0.5 percent of its voting rights are held by foreign entities and individuals. Accordingly, no such foreign entity or individual requires specific approval. *Id.* § 1.5001(i)(1).

³³ Mr. Rogers directly holds small amounts of HLI stock. Through his direct interests combined with his controlling interests in HLA Investments, LLC, however, he ultimately holds a 49 percent voting interest and a 15 percent equity interest in HLI.

³⁴ Mr. Giannini directly holds approximately five percent of the voting interests and less than one percent of the equity interests of HLI. Through these holdings combined with his controlling interest in Hamilton Lane Advisors, Inc. (a shareholder of Hamilton Lane Incorporated which will itself hold a non-attributable interest in New Alpha), he ultimately controls 19 percent of the voting interests and 7 percent of the equity interests in HLI.

and HLA Investments, LLC, a Delaware limited liability company (49 percent voting and 18 percent equity).³⁵

c. HLSOF's Interest in New Alpha

After the exercise of New Alpha Warrants for New Equity Interests, HLSOF, which as noted above is a Delaware limited partnership, will hold a direct equity interest of approximately 7.9 percent and a direct voting interest of approximately 8.3 percent in New Alpha. Neither HLSOF nor any of the entities or individuals in HLSOF's ownership structure require specific approval. HLSOF's limited partners, which are insulated in accordance with the Commission's rules,³⁶ hold a 99 percent equity and zero percent voting interest in HLSOF. Although foreign entities and individuals hold approximately 38.4 percent of that equity interest, no such entity or individual will hold a 10 percent or greater indirect equity interest in New Alpha and, therefore, none will require specific approval.³⁷ HLSOF's general partner is Hamilton Lane Strategic Opportunities 2016 GP LLC ("HLSO"), a Delaware limited liability company holding a one percent equity interest and 100 percent voting interest in HLSOF. HLSO is wholly owned by its sole member, HLA. HLA's ownership structure is described in Section III.B.3.b, *supra*.³⁸

³⁵ Additionally, HRHLA, LLC, a Delaware limited liability company, is the sole managing member of HLA Investments and controls 78.5 percent of its equity and voting interests. Mr. Rogers is, in turn, the managing member of HRHLA, LLC, holding a 100 percent voting and 74 percent equity interest in the company.

³⁶ See 47 C.F.R. § 73.3555, Note 2(f).

³⁷ The 10 percent specific approval threshold, rather than the five percent specific approval threshold, applies to non-controlling, insulated interests. See *id.* § 1.5001(i)(3).

³⁸ As noted above, see *supra* n.17, two additional New Alpha Warrant holders that are indirectly commonly controlled by a Cayman Islands limited partnership currently hold Warrants that, if fully exercised, would cause that partnership to hold an indirect voting and equity interest of more than 5 percent. These holders have indicated that they intend to transfer a sufficient number of Warrants or take other action to ensure that the Cayman Islands partnership's interest does not exceed 5 percent of Alpha's voting or equity and, thus, does not require specific approval. To the

* * *

The table below identifies the entities and individuals requiring specific approval, their respective projected equity and/or deemed voting percentages, and the equity and/or deemed voting percentages for which the New Alpha is seeking specific approval.³⁹

Name of Entity	Jurisdiction of Organization	Projected Equity %	Projected Voting %	Maximum Equity %⁴⁰	Maximum Voting %⁴¹
Intermediate Capital Group PLC	United Kingdom	10.6%	46.7%	49.99%	49.99%
ICG North America Holdings Ltd.	Cayman Islands	39.1%	41.4%	49.99%	49.99%
ICG FMC Limited	United Kingdom	0%	43.2%	49.99%	49.99%
ICG Global Investment Jersey Limited	Jersey	7.3%	7.7%	49.99%	49.99%
ICG Global Investment UK Limited	United Kingdom	7.3%	7.7%	49.99%	49.99%
BigSur Capital Partners Three Corp.	British Virgin Islands	6.3%	6.7%	49.99%	49.99%

The information required by Sections 1.5001(i)-(j) of the Commission's rules for the entities requiring specific approval is contained in Attachment E to this Petition.⁴² Other than the entities

extent that these holders transfer their Warrants to existing Alpha Warrant holders, the percentages of voting and equity to be held by those holders will increase.

³⁹ The percentages in the "Projected Equity %" and "Projected Voting %" columns are approximate and may differ in minor respects from what is reported herein at the closing. New Alpha will supplement this Petition to the extent that it determines that any material changes are likely to occur. In addition, the percentages in these columns for ICG PLC and ICG FMC Limited include all interests held directly and indirectly by these entities, including those deemed to be held indirectly as a result of ICG Advisors' investment management relationship with two additional New Alpha Warrant holders for which ICG Advisors acts as the investment manager with regard to a portion of their interests. *See supra* nn.17, 26-27, 38.

⁴⁰ The percentages in this column represent the maximum percentage of equity for which New Alpha is seeking specific approval for the listed entities to hold.

⁴¹ The percentages in this column represent the maximum percentage of voting for which New Alpha is seeking specific approval for the listed entities to hold or be deemed to hold.

⁴² 47 C.F.R. §§ 1.5001(i)-(j).

disclosed above, New Alpha has not identified any other foreign investor or group of investors that will receive an equity or voting interest in New Alpha that requires specific approval under the FCC's rules.

C. Public Interest Analysis

1. Grant of the Petition Will Improve Alpha's Ability to Compete and Innovate

Alpha is the nation's leading mid-market radio broadcaster, bringing engaging news, talk, music sports and entertainment to its communities. Alpha emerged from its Chapter 11 bankruptcy process on July 15, 2021. As Alpha seeks to implement its post-restructuring business operations and continue its efforts to offer enhanced service to the public, flexibility in accessing capital is essential, particularly as radio emerges from the downturn caused by the COVID-19 pandemic. The foreign investment contemplated herein will enable Alpha to enhance its provision of exceptional radio programming across the 44 radio markets it serves and will make the company stronger and even more competitive.

Broadcast radio is the leading reach medium in the United States, and radio continues to be an indispensable communications platform nationwide, including as a critical and immediate source of emergency information. Alpha's stations are engaged members of their communities, serving to promote and raise money for countless charities, or rising to the occasion in times of disaster. Increased investment will provide Alpha with additional resources for its talented teams to deliver dynamic, diverse, and exciting local content to listeners across each of its markets. In addition, greater financial resources and flexibility will enable Alpha Media to invest in new digital capabilities to better serve the company's advertisers and communities.

As the Commission has recognized, “[g]reater capitalization may in turn yield greater innovation.”⁴³ Grant of the Petition, and the resultant flexibility permitting Alpha to obtain cost-effective investment, will bear this out.

2. Grant of the Petition Will Serve the Commission’s Interest in Encouraging Foreign Investment in Broadcasting and Ensure Comity with the Bankruptcy Laws.

For more than two decades, the FCC has recognized that enhancing the degree to which foreign investment can flow into the United States communications industries can yield important public interest benefits.⁴⁴ Indeed, the Commission has repeatedly recognized that “foreign investment has been and will continue to be an important source of financing for” communications companies in the U.S., and that creating additional opportunities for such investment can “foster[] technological innovation, economic growth, and job creation.”⁴⁵ In most recently adopting specific rules to streamline the process by which broadcasters may seek to exceed the foreign ownership limits, the Commission expressed a desire to “facilitate investment from new sources of capital at a time of growing need for investment in this important sector of our nation’s economy.”⁴⁶ Furthering this important policy goal, the FCC has in recent years granted a number of petitions for declaratory ruling allowing broadcasters to exceed the Section 310(b)(4) limitation, including several permitting foreign ownership up to and including 100 percent.⁴⁷

⁴³ *2013 Broadcast Clarification Order*, ¶ 10.

⁴⁴ *See, e.g., Rules and Policies on Foreign Participation in the U.S. Telecommunications Market, Market Entry and Regulation of Foreign Affiliated Entities*, Report and Order and Order on Reconsideration, 12 FCC Rcd 23891, ¶ 4 (1997).

⁴⁵ *Review of Foreign Ownership Policies for Common Carrier and Aeronautical Radio Licensees under Section 310(b)(4) of the Communications Act of 1934, as Amended*, Report and Order, 28 FCC Rcd 5741, ¶ 3 (2013).

⁴⁶ *2016 Foreign Ownership Order*, ¶ 2.

⁴⁷ *See, e.g., Univision Declaratory Ruling*, ¶ 27 (permitting 100 percent foreign ownership in licensee’s parent company); *Estrella Declaratory Ruling*, ¶ 16 (same); *Cumulus Declaratory*

The important public interest benefits associated with enabling greater foreign investment in communications companies take on added significance in the context of a company, such as New Alpha, that has recently restructured its debt load through the Chapter 11 bankruptcy process. In the bankruptcy context, debt interests are often held by entities that are considered foreign under FCC rules, and the conversion of debt to equity is commonplace in restructurings. The foreign ownership limitations serve as a disincentive to foreign debt investment in communications companies subject to those limitations by limiting the extent to which foreign entities can receive equity in the event of a restructuring. By contrast, permitting the conversion of debt to equity (or warrants to equity) following the grant of any necessary declaratory ruling will serve the important goal of incentivizing (or, at a minimum, not disincentivizing) foreign debt investments in companies subject to the Communications Act's foreign ownership limitations, allowing such companies to emerge in a stronger economic position. Moreover, permitting New Alpha to take on additional foreign investment following grant of a declaratory ruling will afford it flexibility to access additional sources of capital in the future. These results, in turn, will produce the same kinds of benefits that the Commission has recognized will flow from facilitating foreign investment more generally.

Ruling, ¶ 10 (same); *iHeartMedia Declaratory Ruling*, ¶ 17 (same); *Zoo Communications, LLC*, Declaratory Ruling and Memorandum Opinion and Order, MB Docket No. 17-359, DA 19-108 (rel. Feb. 22, 2019) (same); *Border Media Licenses, LLC*, Declaratory Ruling and Memorandum Opinion and Order, 33 FCC Rcd 8324 (2018) (same); *Grupo Multimedia LLC*, Declaratory Ruling and Memorandum Opinion and Order, 33 FCC Rcd 4465 (2018) (same); *Frontier Media*, Memorandum Opinion and Order and Declaratory Ruling, 32 FCC Rcd 1427 (2017) (same); *Hemisphere Media Group, Inc.*, Declaratory Ruling, 32 FCC Rcd 718 (2017) (permitting up to 49.99 percent foreign ownership in the licensee's parent company); *Univision Holdings, Inc.*, Declaratory Ruling, 32 FCC Rcd 6 (2017) (same); *Pandora Radio LLC*, Declaratory Ruling, 30 FCC Rcd 5094 (2015) (same).

Grant of the requested declaratory ruling would also further the broad aims of the Bankruptcy Code, which generally seeks to permit the retirement of debt and restructuring of a company's operations post-bankruptcy. Indeed, the courts have instructed that "agencies should constantly be alert to determine whether their policies might conflict with other federal policies and whether such conflict can be minimized."⁴⁸ In keeping with this directive, the Commission has recognized that it "is obliged to reconcile its policies under the [Communications] Act with the policies of other federal laws and statutes, including the bankruptcy laws in particular."⁴⁹ As a result, the FCC has routinely acknowledged the need for comity with the bankruptcy process,⁵⁰ and has granted numerous foreign ownership petitions for declaratory ruling filed by companies in connection with their emergence from bankruptcy.⁵¹ In particular, a primary goal of the

⁴⁸ *LaRose v. FCC*, 494 F.2d 1145, 1146 n.2 (D.C. Cir. 1974).

⁴⁹ *Dale J. Parsons, Jr.*, Memorandum Opinion and Order, 10 FCC Rcd 2718, ¶ 11(1995).

⁵⁰ *See, e.g., Tribune Broadcasting Co.*, Memorandum Opinion and Order, 27 FCC Rcd 14239, ¶ 4 (2012) (granting waivers of FCC ownership rules to "facilitate the emergence of the company from bankruptcy"); *Sam Jones, Jr.*, Memorandum Opinion and Order, 10 FCC Rcd 5330, ¶ 22 (1995) (deferring to bankruptcy court concerning debtor's financial status); *Fox Television Stations, Inc.*, Declaratory Ruling, 8 FCC Rcd 5341, ¶¶ 15, 42 (1993) (granting waiver of FCC ownership rule based on the interest in minimizing conflicts with bankruptcy law); *Second Thursday Corp.*, Memorandum Opinion and Order, 22 F.C.C.2d 515, ¶ 1 (1970) (creating exception to policy prohibiting sale of station when there are outstanding character issues concerning the seller for situations involving bankruptcy in the interest of protecting innocent creditors).

⁵¹ *See, e.g., LightSquared Subsidiary, LLC*, Memorandum Opinion and Order and Declaratory Ruling, 30 FCC Rcd 13988, ¶ 29 (2015) (finding that allowing foreign ownership in excess of 25 percent "will serve the public interest by providing the capital necessary to allow the LightSquared entities to emerge from bankruptcy, consistent with the broad aims of the Bankruptcy Code, the Act and the Commission's rules and policies"); *Loral Satellite, Inc.*, Order and Authorization, 19 FCC Rcd 2404 (2004) (granting foreign ownership petition for declaratory ruling to company seeking consent to implement restructuring plan approved by bankruptcy court); *Space Station System Licensee, Inc.*, Memorandum Opinion, Order and Authorization, 17 FCC Rcd 2271 (2002) (same); *XO Communications, Inc.*, Memorandum Opinion, Order and Authorization, 17 FCC Rcd 19212 (2002) (same); *see also America-CV Station Group*, Order, FCC File Nos. BTCCDT-20200821AAH, AAJ, AAK, AAL; BTC-20200821AAI, DA 21-426, ¶ 7 (rel. Apr. 14, 2021) (granting a temporary waiver of Section 1.5001(a)(1) of the Commission's rules to permit emergence from bankruptcy on the condition that the company file a petition for declaratory ruling

Bankruptcy Laws is to ensure “equality of distribution among creditors.”⁵² Where, as here, certain foreign creditors seek to exchange warrants for equity following a Chapter 11 restructuring, grant of a declaratory ruling directly serves this important bankruptcy-related policy goal.

3. Grant of the Petition Will Further United States Trade Policy Without Raising any National Security, Law Enforcement, or other Risks.

The Commission is just one of the U.S. agencies that recognizes the benefits that result from more foreign investment in the U.S. Promoting foreign investment has been a critical aspect of U.S. trade policy for decades. In 2018 alone, there were 7.8 million U.S. workers employed by American affiliates of majority foreign-owned firms according to the Department of Commerce.⁵³ Furthermore, foreign investment “directly and indirectly” supports almost 13 million American jobs.⁵⁴ Such investment is especially robust in the technology sector, as “[m]ore than 40 percent of the \$5 trillion global IT market is in North America, primarily the United States.”⁵⁵ The U.S. government has committed to bolstering foreign direct investment, with more than 20 federal

seeking approval of foreign ownership in excess of 25 percent within 30 days); *Windstream Holdings, Inc.*, Public Notice, WC Docket No. 20-151, AU Docket No. 19-244, DA 20-985 (rel. Aug. 28, 2020) (same); *Fusion Connect, Inc.*, WC Docket No. 12-262, DA 20-43 (rel. Jan. 10, 2020) (same); *Estrella Declaratory Ruling*, ¶ 2 (noting that Estrella had been permitted to file its petition for declaratory ruling required by Section 1.5000(a)(1) of the Commission’s rules after the company emerged from Chapter 11 bankruptcy).

⁵² *Fox Television Stations, Inc.*, ¶ 15.

⁵³ This represents a 1.9 percent increase from the 7.7 million employed in 2017. Press Release, Activities of U.S. Affiliates of Foreign Multinational Enterprises, 2018, Bureau of Economic Analysis, U.S. Department of Commerce (Nov. 13, 2020), <https://www.bea.gov/news/2020/activities-us-affiliates-foreign-multinational-enterprises-2018>.

⁵⁴ Steven Meyers, *SelectUSA’s \$30 Billion Impact on the U.S. Economy*, Int’l Trade Admin. Blog (June 7, 2018), <https://blog.trade.gov/2018/06/07/selectusas-30-billion-impact-on-the-u-s-economy/>.

⁵⁵ See *Software and Information Technology Spotlight*, SelectUSA, U.S. Department of Commerce, <https://www.selectusa.gov/software-and-information-technology-services-industry-united-states> (last visited Apr. 30, 2021).

agencies and bureaus currently working together⁵⁶ to promote foreign investment in the American economy. This is especially true in the American broadcast and media entertainment industry, which is the largest in the world at \$660 billion.⁵⁷

This emphasis on growing the economy through foreign investment has borne results, as the U.S. reported \$457.1 billion in foreign direct investment in 2016, which is more than double the annual average between 2012 and 2014.⁵⁸ That investment amounted to 6.4 percent of the total American private-sector gross domestic product (“GDP”), which represented a 1.9 percent increase from 2015.⁵⁹ Majority-owned U.S. affiliates employed 7.1 million workers, totaling a 3.9 percent increase between 2015 and 2016.⁶⁰ Although expenditures by foreign direct investors to

⁵⁶ SelectUSA is a Department of Commerce program intended to “facilitate job-creating business investment into the United States and raise awareness of the critical role that economic development plays in the U.S. economy.” *About SelectUSA*, SelectUSA, U.S. Department of Commerce, <https://www.selectusa.gov/about-selectusa> (last visited June 15, 2021). SelectUSA’s Interagency Investment Working Group collaborates with more than 20 federal agencies and bureaus to increase coordination and provide guidance and information to respond to specific and broad-reaching issues that affect business investment decisions. *The Federal Interagency Investment Working Group*, SelectUSA, U.S. Department of Commerce, <https://www.selectusa.gov/about-selectusa> (last visited June 15, 2021).

⁵⁷ The industry endured a 7.3 percent decline, equating to \$53 billion, due to the COVID-19 pandemic. *Media and Entertainment*, International Trade Administration (last updated Dec. 2020), <https://www.trade.gov/media-entertainment>; *Foreign Direct Investment (FDI): High-Tech*, SelectUSA, U.S. Department of Commerce, <https://www.selectusa.gov/high-tech-fact-sheet> (last visited Apr. 30, 2021) (2,380,200 high-tech jobs were directly supported by majority-owned U.S. affiliates in 2018).

⁵⁸ *Foreign Direct Investment in the United States* (2017), U.S. Department of Commerce, at 1, <https://www.commerce.gov/sites/default/files/migrated/reports/FDIUS2017update.pdf> (“*FDI in the U.S.*”).

⁵⁹ *Activities of U.S. Affiliates of Foreign Multinational Enterprises, 2016* (2018), U.S. Bureau of Economic Analysis, at 2, <https://www.bea.gov/system/files/2018-11/imne1118.pdf>.

⁶⁰ *Id.* at 1.

“acquire, establish, or expand” U.S. companies decreased to \$194.7 billion in 2019, such investment remains substantial.⁶¹

The proposed foreign owners of interests requiring specific approval in New Alpha are organized under the laws of the United Kingdom, the British Virgin Islands, the Cayman Islands, and Jersey, all of which are allies of the United States and investors in its economy, and with which the U.S. is engaged in robust reciprocal trade. Indeed, the United Kingdom has historically been a top international investor in the United States,⁶² and was among the largest in 2017⁶³, 2018⁶⁴, and 2019.⁶⁵ The British Virgin Islands and the Cayman Islands, which are both self-governing British Overseas Territories, have made the U.S. a critical economic partner through the tourism and international finance industries.⁶⁶ In 2019, the United Kingdom Islands in the Caribbean, which include the British Virgin Islands and the Cayman Islands, accounted for the largest portion of new U.S. employment “at newly acquired, established, or expanded foreign-owned businesses.”⁶⁷ According to the Cayman Islands Department of Tourism, the U.S. led all other

⁶¹ Press Release, New Foreign Direct Investment in the United States, 2019, U.S. Bureau of Economic Analysis (updated November 13, 2020), <https://www.bea.gov/news/2020/new-foreign-direct-investment-united-states-2019> (“BEA 2019 FDI Press Release”).

⁶² *FDI in the U.S.* at 2.

⁶³ *OII Foreign Domestic Investment Report* at 4.

⁶⁴ *U.S. FDI Fact Sheet*.

⁶⁵ *BEA 2019 FDI Press Release*.

⁶⁶ As British Overseas Territories, the United Kingdom is responsible for the Cayman Islands’ and the British Virgin Islands’ defense and external affairs. *About the Territory*, Government of the Virgin Islands, <https://bvi.gov.vg/content/about-territory> (last visited June 15, 2021); *A Guide to the United States’ History of Recognition, Diplomatic, and Consular Relations, by Country, since 1776: The Cayman Islands*, U.S. Department of State, Office of the Historian, <https://history.state.gov/countries/cayman-islands> (last visited May 3, 2021) (“*History of U.S.-Cayman Relations*”).

⁶⁷ *BEA 2019 FDI Press Release*.

countries with 325,696 visitors in 2019, representing a 10.5 percent increase over 2018.⁶⁸ Although Jersey is self-governing, it is a British Crown Dependency that is defended and internationally represented by the United Kingdom's government.⁶⁹ Both U.S.-based Citibank and Citigroup Inc. have conducted business in Jersey's robust financial services sector since the late 1960s.⁷⁰ British foreign investment in the U.S. was \$446.2 billion in 2019, while the U.S. invested \$851.4 billion in the United Kingdom.⁷¹ In 2019, the United Kingdom was the fourth largest source of foreign direct investment in the U.S.⁷² In 2019, the Cayman Islands and other British Caribbean territories invested \$90.6 billion in the United States while the U.S. invested \$300.5 billion in those islands.⁷³

The United Kingdom's top trade export destination was the United States in 2019, with a 15.70 percent share of all exports according to the World Bank.⁷⁴ Additionally, the U.S. was the United Kingdom's second largest import partner with a 9.69 percent share of all imports

⁶⁸ *Cayman Islands 9 Month Destination Snapshot: January-September 2019*, Cayman Islands Department of Tourism, <https://www.visitcaymanislands.com/Visitcaymanislands.com/media/Documents/2019-9Month-Snapshot.pdf> (last visited June 15, 2021).

⁶⁹ *Facts about Jersey*, Statistics Jersey, <https://www.gov.je/Leisure/Jersey/Pages/Profile.aspx> (last visited June 15, 2021).

⁷⁰ *Banking*, Jersey Finance, <https://www.jerseyfinance.je/business-categories/banking/?keyword=> (last visited June 15, 2021).

⁷¹ *Foreign Direct Investment (FDI): United Kingdom* (Nov. 2020), SelectUSA, <https://www.selectusa.gov/servlet/servlet.FileDownload?file=015t00000003DDs>.

⁷² *Id.*

⁷³ The other United Kingdom Caribbean territories include the British Virgin Islands, Montserrat, and the Turks and Caicos Islands. *Direct Investment by Country and Industry: 2019*, Bureau of Economic Analysis, at 5, 10 (July 23, 2020) <https://www.bea.gov/system/files/2018-07/fdici0718.pdf>.

⁷⁴ *United Kingdom Trade at a Glance 2019*, World Bank, World Integrated Trade Solution, <https://wits.worldbank.org/countrysnapshot/en/GBR/textview> (last visited May 3, 2021).

originating in the U.S.⁷⁵ The Commission previously approved of the 65.1 percent indirect foreign ownership of Verizon Wireless by Vodaphone Group Plc, a British company.⁷⁶ Furthermore, the FCC also permitted Q Wireless, LLC, a Nevada-based company holding a Wireless Internet Service Provider License, to exceed the 25 percent foreign ownership limitation through ownership by several Cayman Islands entities.⁷⁷ In 2019, the FCC authorized 3i Infrastructure, a public limited company organized under the laws of Jersey, to hold an indirect 42.5-45 percent equity interest and 38.5-40 percent indirect voting interest in Tampnet USA LLC (“Tampnet USA”) and Tampnet Licensee (“Tampnet Licensee”).⁷⁸ Tampnet USA and Tampnet Licensee hold several common carrier earth station and wireless licenses.⁷⁹ Additionally, in 2014, the Commission allowed Ki Unlimited, a British Virgin Islands corporation, to hold an indirect 50 percent equity and voting interest in Telecom North America, Inc., the Nevada-based holding company for Telecom North America Mobile, Inc., a common carrier wireless licensee.⁸⁰

* * *

Accordingly, grant of this Petition would align with the U.S. government’s desire to promote increased cross-border investment and would further the economically beneficial

⁷⁵ *Id.*

⁷⁶ *International Authorizations Granted*, Public Notice, 21 FCC Rcd 13575, 13575-76 (rel. Nov. 24, 2006).

⁷⁷ *International Authorizations Granted*, Public Notice, 30 FCC Rcd 364, 3642 (rel. Apr. 16, 2015).

⁷⁸ *International Authorizations Granted*, Public Notice, DA 19-103, Report No. TEL-01944, at 2 (rel. Feb. 21, 2019).

⁷⁹ *Id.* at 1.

⁸⁰ *International Authorizations Granted*, Public Notice, 29 FCC Rcd 14433, 14436 (rel. Nov. 28, 2014).

relationships that the United States has worked hard to form with the United Kingdom, the British Virgin Islands, the Cayman Islands, Jersey, and other foreign countries across the world.⁸¹

IV. CONCLUSION

As demonstrated above, grant of the relief sought in this Petition would deliver concrete public interest benefits by enhancing New Alpha's ability to compete and innovate, inviting foreign investment in broadcasting, ensuring comity with the bankruptcy laws, and furthering U.S. trade policy by encouraging reciprocal investment opportunities for U.S. companies in foreign markets, without raising any national security, law enforcement, or other risks. Accordingly, there is no basis to conclude that "the public interest will be served by the refusal" to grant the petition.⁸² For these reasons, the Commission should authorize up to 100 percent of the equity, and up to 100 percent of the voting rights, in New Alpha to be held by foreign entities or individuals, and should grant the specific approvals sought herein.

Respectfully submitted,

By: /s/ Kathleen A. Kirby

Kathleen A. Kirby
Eve Klindera Reed
Stephen J. Conley
Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
202.719.7000
kkirby@wileyrein.com

Attorneys for New Alpha

August 13, 2021

⁸¹ See, e.g., *Frontier Media*, ¶ 7 (granting petition for declaratory ruling in part on the ground that such action would "potentially encourage reciprocal investment opportunities for U.S. companies in foreign markets"); *Zoo Communications*, ¶ 4 (same).

⁸² 47 U.S.C. § 310(b)(4).

Schedule of Attachments

Attachment A	Petitioner, Subsidiaries, Licenses, and Applications (47 C.F.R. §§ 1.5001(a)-(c))
Attachment B	Attributable Interest Holders (47 C.F.R. §§ 1.5001(e), (f), (g)(2))
Attachment C	Post-Declaratory Ruling Ownership and Control Structure (47 C.F.R. § 1.5001(h)(2))
Attachment D	Estimate of Aggregate Foreign Ownership (47 C.F.R. § 1.5001(h)(1))
Attachment E	Specific Approval Parties and Their Attributable Interest Holders (47 C.F.R. § 1.5001(i)-(j))
Attachment F	Certification (47 C.F.R. §§ 1.5000(c)(1), 1.5001(l))

ATTACHMENT A

Petitioners, Subsidiaries, Licenses, and Applications

(47 C.F.R. §§ 1.5001(a)-(c))

Petitioners and Representatives

(47 C.F.R. § 1.5001(a)-(b), (c)(1))

Petitioner

Alpha Media Holdings Inc.

FRN:	0031229263
Address:	1211 SW 5 th Avenue, Suite 750, Portland, OR 97204
Phone Number:	(503)517-6200
Organized:	Delaware
Business Type:	Corporation
Licenses:	None held directly, see below for subsidiaries
Certifying Party: ¹	D. Robert Proffitt, CEO and Director
Email:	bob@alphamediausa.com
Representatives: ²	Kathleen A. Kirby, Eve Klindera Reed, Jessica Rosenthal, Stephen J. Conley
Firm:	Wiley Rein LLP
Address:	1776 K Street, NW, Washington, DC 20006
Phone:	(202)719-7000
Email address:	kkirby@wiley.law

¹ Mr. Grossi is also the certifying party for the Licensee Subsidiaries of Alpha Media Holdings Inc.

² The information regarding the representatives of Alpha Media Holdings Inc. also applies to both of the Licensee Subsidiaries.

Licensee Subsidiaries

(47 C.F.R. § 1.5001(c)(2))

Alpha Media Licensee LLC

FRN: 0022491476
 Address: 1211 SW 5th Avenue, Suite 750, Portland, OR 97204
 Phone number: (503)517-6200
 Organized: Delaware
 Business type: Limited Liability Company
 Service: Broadcast Radio

Alpha Media Licensee LLC is the licensee of stations:

CALL SIGN	SERVICE	LOCATION	FACILITY ID
K221BI	FX	Wenatchee, WA	28633
K227CY	FX	Shreveport, LA	156362
K232CX	FX	Desert Hot Springs, CA	14059
K232ED	FX	Wenatchee, WA	139114
K233DB	FX	San Antonio, TX	142569
K244EG	FX	Anchorage, AK	139580
K248DE	FX	Amarillo, TX	147975
K257GU	FX	Cameron, MO	202765
K260CE	FX	Longview, TX	156991
K269FT	FX	Hoquiam, WA	144004
K277CX	FX	Terrell Wells, TX	147527
K279AP	FX	Bethany, MO	152444
K279BG	FX	Anchorage, AK	139589
K279CI	FX	Longview, TX	156836
K279CO	FX	Yucca Valley, CA	145443
K280CV	FX	Cathedral City, CA	14060
K284CR	FX	Palm Springs, CA	20995
K285GL	FX	Topeka, KS	156451
K286CA	FX	East Wenatchee, WA	138704
K291CH	FX	Tyler, TX	156984
K292FY	FX	Anchorage, AK	139586
K296GK	FX	San Antonio, TX	140646
KAAN(AM)	AM	Bethany, MO	31004
KAAN-FM	FM	Bethany, MO	31005
KAYO(FM)	FM	Wasilla, AK	165988
KBAY(FM)	FM	Gilroy, CA	35401
KBFF(FM)	FM	Portland, OR	949
KBMG(FM)	FM	Evanston, WY	20029
KBMG-FM1	FB	Bountiful, UT	161732
KBMG-FM2	FB	Salt Lake City, UT	161730

CALL SIGN	SERVICE	LOCATION	FACILITY ID
KBMG-FM3	FB	Provo, UT	161809
KBMG-FM4	FB	Ogden, UT	161733
KBNN(AM)	AM	Lebanon, MO	51093
KBRJ(FM)	FM	Anchorage, AK	60915
KBTE(FM)	FM	Tulia, TX	1302
KBTT(FM)	FM	Haughton, LA	9221
KCLB-FM	FM	Coachella, CA	12131
KCLZ(FM)	FM	Twentynine Palms Bas, CA	183327
KCOB(AM)	AM	Newton, IA	9900
KCOB-FM	FM	Newton, IA	9899
KDES-FM	FM	Cathedral City, CA	24253
KDGL(FM)	FM	Yucca Valley, CA	14058
KDGL-FM1	FB	Palm Springs, CA	93956
KDKS-FM	FM	Blanchard, LA	16436
KDUT(FM)	FM	Randolph, UT	88272
KDUT-FM1	FB	Bountiful, UT	122076
KDUT-FM2	FB	Salt Lake City, UT	122078
KDUT-FM3	FB	Ogden, UT	123370
KDUT-FM5	FB	Provo, UT	131424
KDUX-FM	FM	Hoquiam, WA	52676
KEAG(FM)	FM	Anchorage, AK	28648
KEZR(FM)	FM	San Jose, CA	1176
KFBD-FM	FM	Waynesville, MO	4259
KFQD(AM)	AM	Anchorage, AK	52675
KGNC(AM)	AM	Amarillo, TX	63159
KGNC-FM	FM	Amarillo, TX	63161
KGRN(AM)	AM	Grinnell, IA	43242
KHAR(AM)	AM	Anchorage, AK	60914
KHHL(FM)	FM	Karnes City, TX	78984
KIIK(AM)	AM	Waynesville, MO	4260
KINK(FM)	FM	Portland, OR	53068
KIRK(FM)	FM	Macon, MO	78275
KJAK(FM)	FM	Pearsall, TX	198762
KJEL(FM)	FM	Lebanon, MO	51094
KJFF(AM)	AM	Festus, MO	35532
KJPW(AM)	AM	Waynesville, MO	53877
KJXK(FM)	FM	San Antonio, TX	71086
KKBB(FM)	FM	Bakersfield, CA	7720
KKDV(FM)	FM	Walnut Creek, CA	36032
KKDV-FM3	FB	Martinez, CA	36033
KKFD-FM	FM	Fairfield, IA	23037
KKIQ(FM)	FM	Livermore, CA	67818
KKIQ-FM1	FB	Hayward, CA	67660
KKIQ-FM2	FB	Tracy, CA	67820

CALL SIGN	SERVICE	LOCATION	FACILITY ID
KKRT(AM)	AM	Wenatchee, WA	28634
KKRV(FM)	FM	Wenatchee, WA	28635
KKUS(FM)	FM	Tyler, TX	68651
KKUU(FM)	FM	Indio, CA	11658
KKWK(FM)	FM	Cameron, MO	50745
KLAK(FM)	FM	Tom Bean, TX	36265
KLEY-FM	FM	Jourdanton, TX	55414
KLKL(FM)	FM	Minden, LA	13802
KLLL-FM	FM	Lubbock, TX	36954
KLLY(FM)	FM	Oildale, CA	7709
KMAD-FM	FM	Whitesboro, TX	54812
KMCD(AM)	AM	Fairfield, IA	23040
KMKT(FM)	FM	Bells, TX	77588
KMMX(FM)	FM	Tahoka, TX	86
KMRN(AM)	AM	Cameron, MO	50744
KMXS(FM)	FM	Anchorage, AK	52677
KNWH(AM)	AM	Yucca Valley, CA	67028
KNWQ(AM)	AM	Palm Springs, CA	72030
KNWZ(AM)	AM	Coachella, CA	12130
KNZR(AM)	AM	Bakersfield, CA	7715
KNZR-FM	FM	Shafter, CA	8109
KOKA(AM)	AM	Shreveport, LA	9222
KONE(FM)	FM	Lubbock, TX	26519
KOOI(FM)	FM	Jacksonville, TX	70740
KOYE(FM)	FM	Frankston, TX	70387
KOZQ-FM	FM	Waynesville, MO	53876
KPSI-FM	FM	Palm Springs, CA	35497
KREI(AM)	AM	Farmington, MO	35531
KRES(FM)	FM	Moberly, MO	35890
KRTI(FM)	FM	Grinnell, IA	35564
KSAH(AM)	AM	Universal City, TX	23072
KSAH-FM	FM	Pearsall, TX	83596
KSAH-FM1	FB	Pearsall, TX	161921
KSAJ-FM	FM	Burlingame, KS	18055
KTAL-FM	FM	Texarkana, TX	33728
KTCM(FM)	FM	Madison, MO	171017
KTFM(FM)	FM	Floresville, TX	2543
KTJJ(FM)	FM	Farmington, MO	35533
KTLH(FM)	FM	Hallsville, TX	198622
KTPK(FM)	FM	Topeka, KS	67334
KTSA(AM)	AM	San Antonio, TX	71087
KTUB(AM)	AM	Centerville, UT	69557
KUFO(AM)	AM	Portland, OR	26926
KUIC(FM)	FM	Vacaville, CA	54261

CALL SIGN	SERVICE	LOCATION	FACILITY ID
KUIC-FM2	FB	Vallejo, CA	54262
KUPL(FM)	FM	Portland, OR	4114
KVWE(FM)	FM	Amarillo, TX	39892
KWHL(FM)	FM	Anchorage, AK	52672
KWIQ(AM)	AM	Moses Lake North, WA	35886
KWIQ-FM	FM	Moses Lake, WA	35887
KWIX(AM)	AM	Moberly, MO	35889
KWIX-FM	FM	Cairo, MO	183331
KWLN(FM)	FM	Wilson Creek, WA	72880
KWOK(AM)	AM	Aberdeen, WA	68057
KXGL(FM)	FM	Amarillo, TX	39781
KXL-FM	FM	Portland, OR	26932
KXRO(AM)	AM	Aberdeen, WA	52674
KXTG(AM)	AM	Portland, OR	948
KXXX(FM)	FM	Hoquiam, WA	67897
KYKX(FM)	FM	Longview, TX	54844
KZDC(AM)	AM	San Antonio, TX	65330
W235CH	FX	St. Matthews, SC	142014
W241CV	FX	Hilton Head Island, SC	153405
W242BY	FX	Chambersburg, PA	145587
W243BS	FX	Fredericksburg, VA	142774
W243EO	FX	Frankenmuth, MI	202766
W245AH	FX	Jackson, MS	139924
W259CL	FX	Columbia, SC	142011
W278BW	FX	Jackson, MS	155142
W292EX	FX	Jackson, MS	85887
WARQ(FM)	FM	Columbia, SC	58400
WCCQ(FM)	FM	Crest Hill, IL	10677
WCEN-FM	FM	Hemlock, MI	60787
WCHA(AM)	AM	Chambersburg, PA	10110
WCLI-FM	FM	Enon, OH	10113
WDHT(FM)	FM	Urbana, OH	60252
WDJX(FM)	FM	Louisville, KY	55498
WDLD(FM)	FM	Halfway, MD	23469
WERV-FM	FM	Aurora, IL	73171
WFLS-FM	FM	Fredericksburg, VA	65641
WFXH-FM	FM	Hilton Head Island, SC	48367
WGCO(FM)	FM	Midway, GA	11674
WGER(FM)	FM	Saginaw, MI	20384
WGHL(FM)	FM	Shepherdsville, KY	51074
WGTZ(FM)	FM	Eaton, OH	25043
WGZB-FM	FM	Lanesville, IN	53202
WHAG(AM)	AM	Halfway, MD	23466
WHBC(AM)	AM	Canton, OH	4489

CALL SIGN	SERVICE	LOCATION	FACILITY ID
WHBC-FM	FM	Canton, OH	4488
WHHW(AM)	AM	Hilton Head Island, SC	48366
WHXT(FM)	FM	Orangeburg, SC	50522
WIBW(AM)	AM	Topeka, KS	63169
WIBW-FM	FM	Topeka, KS	63174
WIL(FM)	FM	Union Grove, WI	28473
WIKZ(FM)	FM	Chambersburg, PA	10108
WING(AM)	AM	Dayton, OH	25039
WJMI(FM)	FM	Jackson, MS	50408
WJNT(AM)	AM	Pearl, MS	7691
WJOL(AM)	AM	Joliet, IL	62235
WJQS(AM)	AM	Jackson, MS	50409
WKRS(AM)	AM	Waukegan, IL	10450
WKXI-FM	FM	Magee, MS	50407
WLIP(AM)	AM	Kenosha, WI	28478
WMFX(FM)	FM	St. Andrews, SC	19471
WMJM(FM)	FM	Jeffersontown, KY	10322
WNTX(AM)	AM	Fredericksburg, VA	65640
WOAD(AM)	AM	Jackson, MS	50404
WPCO(AM)	AM	Columbia, SC	73370
WQCM(FM)	FM	Greencastle, PA	25128
WRKS(FM)	FM	Pickens, MS	29512
WROU-FM	FM	West Carrollton, OH	26451
WRWN(FM)	FM	Port Royal, SC	72387
WSCZ(FM)	FM	Winnsboro, SC	54576
WSGW(AM)	AM	Saginaw, MI	22674
WSGW-FM	FM	Carrollton, MI	41842
WSSR(FM)	FM	Joliet, IL	62240
WTLZ(FM)	FM	Saginaw, MI	74093
WUBB(FM)	FM	Bluffton, SC	16844
WVBX(FM)	FM	Spotsylvania, VA	22484
WWDM(FM)	FM	Sumter, SC	58398
WWUZ(FM)	FM	Bowling Green, VA	55174
WXLC(FM)	FM	Waukegan, IL	10451
WXMA(FM)	FM	Louisville, KY	37236
WXYY(FM)	FM	Rincon, GA	54805
WZSR(FM)	FM	Woodstock, IL	53505

Alpha 3E Licensee LLC

FRN: 0023600190
Address: 1211 SW 5th Avenue, Suite 750, Portland, OR 97204
Phone number: (503)517-6200
Organized: Delaware
Business type: Limited Liability Company
Service: Broadcast Radio

Alpha 3E Licensee LLC is the licensee of stations:

CALL SIGN	SERVICE	LOCATION	FACILITY ID
K240DJ	FX	Redwood Falls, MN	140737
K244FA	FX	Mason City, IA	147922
K268DF	FX	Lincoln, NE	141262
K269EC	FX	Mankato, MN	23467
K277CA	FX	Lincoln, NE	138615
KATE(AM)	AM	Albert Lea, MN	12670
KAUS(AM)	AM	Austin, MN	50677
KAUS-FM	FM	Austin, MN	50660
KBRK(AM)	AM	Brookings, SD	15263
KBRK-FM	FM	Brookings, SD	15261
KCPI(FM)	FM	Albert Lea, MN	12706
KDBX(FM)	FM	Clear Lake, SD	87411
KDLO-FM	FM	Watertown, SD	60865
KEEZ-FM	FM	Mankato, MN	21193
KFOR(AM)	AM	Lincoln, NE	34436
KFRX(FM)	FM	Lincoln, NE	57287
KGLO(AM)	AM	Mason City, IA	30114
KIAI(FM)	FM	Mason City, IA	30115
KIAQ(FM)	FM	Clarion, IA	54641
KIBZ(FM)	FM	Crete, NE	640
KIXX(FM)	FM	Watertown, SD	60861
KJAM(AM)	AM	Madison, SD	39580
KJAM-FM	FM	Madison, SD	39578
KJJQ(AM)	AM	Volga, SD	9677
KJSK(AM)	AM	Columbus, NE	26628
KKEZ(FM)	FM	Fort Dodge, IA	35892
KKOT(FM)	FM	Columbus, NE	28149
KKQQ(FM)	FM	Volga, SD	9663
KKSD(FM)	FM	Milbank, SD	63598
KLGR(AM)	AM	Redwood Falls, MN	9680
KLGR-FM	FM	Redwood Falls, MN	9654
KLIR(FM)	FM	Columbus, NE	26627
KLMS(AM)	AM	Lincoln, NE	54708

CALL SIGN	SERVICE	LOCATION	FACILITY ID
KLQL(FM)	FM	Luverne, MN	39260
KLSS-FM	FM	Mason City, IA	47094
KMKO-FM	FM	Lake Crystal, MN	164294
KQAD(AM)	AM	Luverne, MN	39259
KRBI-FM	FM	St. Peter, MN	31873
KRIB(AM)	AM	Mason City, IA	47095
KSDR(AM)	AM	Watertown, SD	20432
KSDR-FM	FM	Watertown, SD	20433
KTGL(FM)	FM	Beatrice, NE	53141
KTLB(FM)	FM	Twin Lakes, IA	28657
KTTT(AM)	AM	Columbus, NE	28148
KVFD(AM)	AM	Fort Dodge, IA	60862
KWAT(AM)	AM	Watertown, SD	60856
KWMT(AM)	AM	Fort Dodge, IA	35891
KXFT(FM)	FM	Manson, IA	162477
KYSM-FM	FM	Mankato, MN	20400
KYTC(FM)	FM	Northwood, IA	49798
KZEN(FM)	FM	Central City, NE	50733
KZKX(FM)	FM	Seward, NE	53143
KZLB(FM)	FM	Fort Dodge, IA	60859

Applications

(47 C.F.R. § 1.5001(c)(2))

This Petition is being filed as an exhibit to applications on FCC Form 315 for FCC consent to exercise the New Holdco Warrants and the resulting foreign ownership of New Alpha and its license subsidiaries, Alpha Media Licensee LLC and Alpha 3E Licensee LLC.

ATTACHMENT B

**Attributable Interest Holders of Alpha Media Holdings Inc. and Broadcast License
Subsidiaries**

(47 C.F.R. §§ 1.5001(e), (f), (g)(2))

Attributable Interest Holders of Alpha Media Holdings Inc. and Broadcast License Subsidiaries

(47 C.F.R. §§ 1.5001(e), (f), (g)(2))

The tables below list the following:

- 1) Name of each individual or entity that will hold an attributable interest in Alpha Media Holdings Inc. (“New Alpha”) and its broadcast license subsidiaries (“License Subsidiaries”) following the transactions proposed in the Petition and associated applications.
- 2) Citizenship or place of organization.
- 3) Nature of Interest: Office, director, general partner, limited partner, LLC member, attributable investor, etc.
- 4) Type of business organization: corporation, unincorporated association, trust, general partnership, limited partnership, limited liability company, etc.
- 5) Percentage of votes (rounded to the nearest percentage).
- 6) Percentage of equity (rounded to the nearest percentage).

Section I includes tables for the License Subsidiaries, Section II includes tables for the intermediate parent companies of the License Subsidiaries, and Section III includes tables for New Alpha, which is the ultimate parent company of the License Subsidiaries, and its attributable interest holders.¹ Sections IV, V, VI, and VII include tables for the five entities that will hold direct attributable interests in New Alpha: MetLife Private Equity Holdings, LLC, Florida Growth Fund LLC, Hamilton Lane Strategic Opportunities 2016 Fund LP, ICG North America Holdings Ltd., and BigSur Capital Partners Three Corp.

¹ It is possible that additional officers, directors, or managers of New Alpha and its subsidiaries may be named prior to consummation of the transactions for which approval is sought in this Petition. Each such officer, director, or manager will possess the requisite qualifications to hold an attributable interest in a broadcast licensee, will not hold an attributable interest in any other broadcast licensee that would cause a violation of the media ownership rules when combined with an attributable interest in New Alpha, and will not hold equity or deemed voting interests that require specific approval under the foreign ownership rules.

I. LICENSE SUBSIDIARIES

Alpha Media Licensee LLC is a limited liability company with a principal business of radio broadcasting and will have the following attributable interest holders, all of which will use the address 1211 SW 5th Avenue, Suite 750, Portland, OR 97204:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Alpha Media Licensee LLC	U.S.	--	Limited liability company	--	--
Alpha Media LLC	U.S.	Sole Member/Manager	Limited liability company	100	100
John Grossi	U.S.	Secretary	--	0	0

Alpha 3E Licensee LLC is a limited liability company with a principal business of radio broadcasting and will have the following attributable interest holders, all of which will use the address 1211 SW 5th Avenue, Suite 750, Portland, OR 97204:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Alpha 3E Licensee LLC	U.S.	---	Limited liability company	--	--
Alpha Media Communications Inc.	U.S.	Sole Member/Manager	Corporation	100	100
John Grossi	U.S.	Secretary	--	0	0

II. INTERMEDIATE PARENT COMPANIES OF LICENSE SUBSIDIARIES

Alpha Media LLC is the sole member of Alpha Media Licensee LLC. It is a limited liability company with the principal business of radio broadcasting and will have the following attributable interest holders, all of which will use the address 1211 SW 5th Avenue, Suite 750, Portland, OR 97204:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Alpha Media LLC	U.S.	---	Limited liability company	--	--
Alpha Media USA LLC	U.S.	Sole Member/Manager	Limited liability company	100	100
John Grossi	U.S.	Secretary	--	0	0

Alpha Media Communications Inc. is the sole member of Alpha 3E Licensee LLC. It is a corporation with the principal business of radio broadcasting and will have the following attributable interest holders, all of which will use the address 1211 SW 5th Avenue, Suite 750, Portland, OR 97204:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Alpha Media Communications Inc.	U.S.	--	Corporation	--	--
Alpha 3E Holding Corporation	U.S.	Sole Shareholder	Corporation	100	100
D. Robert Proffitt	U.S.	Director	--	0	0
John Grossi	U.S.	Secretary	--	0	0

Alpha 3E Holding Corporation is the sole shareholder of Alpha Media Communications Inc. It is a corporation with the principal business of radio broadcasting and will have the following attributable interest holders, all of which will use the address 1211 SW 5th Avenue, Suite 750, Portland, OR 97204:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Alpha 3E Holding Corporation	U.S.	---	Corporation	--	--
Alpha 3E Corporation	U.S.	Sole Shareholder	Corporation	100	100
D. Robert Proffitt	U.S.	Director	--	0	0
John Grossi	U.S.	Secretary	--	0	0

Alpha 3E Corporation is the sole shareholder of Alpha 3E Holding Corporation. It is a corporation with the principal business of radio broadcasting and will have the following attributable interest holders, all of which will use the address 1211 SW 5th Avenue, Suite 750, Portland, OR 97204:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Alpha 3E Corporation	U.S.	---	Corporation	--	--
Alpha Media USA LLC	U.S.	Sole Shareholder	Limited liability company	100	100
D. Robert Proffitt	U.S.	Director	--	0	0
John Grossi	U.S.	Secretary	--	0	0

Alpha Media USA LLC is the sole member of Alpha Media LLC and the sole shareholder of Alpha 3E Corporation. It is a limited liability company with the principal business of radio broadcasting and will have the following attributable interest holders, all of which will use the address 1211 SW 5th Avenue, Suite 750, Portland, OR 97204:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Alpha Media USA LLC	U.S.	---	Limited liability company	--	--
Alpha Media Holdings Inc.	U.S.	Sole Member/Manager	Corporation	100	100
John Grossi	U.S.	Secretary	--	0	0

III. ALPHA MEDIA HOLDINGS INC.

Alpha Media Holdings Inc. is the sole member of Alpha Media USA LLC. It is a corporation with the principal business of radio broadcasting and, following conversion of the Warrants, will have the following attributable interest holders:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) %Votes	(5) %Equity
Alpha Media Holdings Inc. 1211 SW 5th Avenue Suite 750 Portland, OR 97204	U.S.	--	--	--
MetLife Private Equity Holdings, LLC c/o MetLife Investment Management, LLC One MetLife Way Whippany, NJ 07981	U.S.	Shareholder	23.6-25.0	23.6-25.0
Florida Growth Fund LLC 110 Washington Street Suite 1300 Conshohocken, PA 19428	U.S.	Shareholder	7.9-8.3	7.9-8.3
Hamilton Lane Strategic Opportunities 2016 Fund LP 110 Washington Street Suite 1300 Conshohocken, PA 19428	U.S.	Shareholder	7.9-8.3	7.9-8.3
ICG North America Holdings Ltd. c/o Intermediate Capital Group 600 Lexington Ave 19th Fl. New York, NY 10022	Cayman Islands	Shareholder	39.1-41.4	39.1-41.4
Intermediate Capital Group PLC ² Procession House, 55 Ludgate Hill	United Kingdom	Shareholder	3.3-3.5	3.3-3.5

² Attributable as ultimate parent company of ICG North America Holdings Ltd; also holds 3.3-3.5% interest directly.

(1)	(2)	(3)	(4)	(5)
Name	Citizenship	Nature of Interest	%Votes	%Equity
London, EC4M 7JW England				
BigSur Capital Partners Three Corp. Marcy Building, 2 nd Floor, Purcell Estate, PO Box 2416, Road Town, Tortola, VG1110, British Virgin Islands	British Virgin Islands	Shareholder	6.3-6.7	6.3-6.7
D. Robert Proffitt 1211 SW 5th Avenue Suite 750 Portland, OR, 97204	U.S.	CEO, Director	0	0
Brian Spenner 600 Lexington Avenue 24th Floor New York, NY 10022	U.S.	Director	0	0
Jay Rosenberger 110 Washington Street Conshohocken, PA 19428	U.S.	Director	0	0
Michael Mazzola 700 S. Harbour Island Blvd. Unit 802 Tampa, FL 33602	U.S.	Director	0	0
Michael Sellinger 600 Lexington Avenue 9th Floor New York, NY 10022	U.S.	Director	0	0

IV. METLIFE PRIVATE EQUITY HOLDINGS, LLC

MetLife Private Equity Holdings, LLC is a shareholder in New Alpha. It is a limited liability company with the principal business of investing in and owning a portfolio of investments and will have the following attributable interest holders, which will use the address c/o MetLife Investment Management, LLC One MetLife Way Whippany, NJ 07981:

(1)	(2)	(3)	(4)	(4)	(5)
Name	Citizenship	Nature of Interest	Type of Business	%Votes	%Equity
MetLife Private Equity Holdings, LLC	U.S.	---	Limited liability company	--	--
MetLife SP Holdings, LLC	U.S.	Sole Member/Manager	Limited liability company	0	100
MetLife Investment Management, LLC	U.S.	Investment Manager	Limited liability company	100	0

MetLife SP Holdings, LLC is the sole member of MetLife Private Equity Holdings, LLC. It is a limited liability company with the principal business of serving as the sole member of MetLife Private Equity Holdings, LLC and will have the following attributable interest holder, which will use the address c/o MetLife Investment Management, LLC One MetLife Way Whippany, NJ 07981:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
MetLife SP Holdings, LLC	U.S.	---	Limited liability company	--	--
Metropolitan Life Insurance Company	U.S.	Sole Member/Manager	Corporation	100	100

Metropolitan Life Insurance Company is the sole member of MetLife SP Holdings, LLC. It is a corporation with the principal business of insurance and will have the following attributable interest holder, which will use the address c/o MetLife Investment Management, LLC One MetLife Way Whippany, NJ 07981:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Metropolitan Life Insurance Company	U.S.	---	Corporation	--	--
MetLife, Inc.	U.S.	Sole Shareholder	Corporation	100	100

MetLife Investment Management, LLC is the investment manager for MetLife Private Equity Holdings, LLC. It is a limited liability company with the principal business of providing investment management and related services to affiliated and unaffiliated third-party investors and will have the following attributable interest holders, which will use the address c/o MetLife Investment Management, LLC One MetLife Way Whippany, NJ 07981:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
MetLife Investment Management, LLC	U.S.	---	Limited liability company	--	--
MetLife Investment Management Holdings, LLC	U.S.	Sole Member/Manager	Limited liability company	100	100
Justin Ryvicker	U.S.	Manager	--	0	0
Atif Ahabab	U.S.	Manager	--	0	0
David Yu	U.S.	Manager	--	0	0

MetLife Investment Management Holdings, LLC is the sole member of MetLife Investment Management, LLC. It is a limited liability company with the principal business of serving as the sole member of MetLife Investment Management, LLC and will have the following attributable interest holders, which will use the address c/o MetLife Investment Management, LLC One MetLife Way Whippany, NJ 07981:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
MetLife Investment Management, LLC	U.S.	---	Limited liability company	--	--
MetLife, Inc.	U.S.	Sole Member/Manager	Corporation	100	100
Justin Ryvicker	U.S.	Manager	--	0	0
Atif Ahabab	U.S.	Manager	--	0	0
David Yu	U.S.	Manager	--	0	0

MetLife, Inc. is the sole shareholder of Metropolitan Life Insurance Company and the sole member of MetLife Investment Management, Inc. It is a U.S. corporation with the principal business of serving as a holding company for domestic and non-U.S.-based insurance companies and will use the address c/o MetLife Investment Management, LLC One MetLife Way Whippany, NJ 07981. The following officer of MetLife, Inc. holds or will hold an attributable interest in New Alpha:³

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
MetLife, Inc.	U.S.	---	Corporation	--	--
Steven Goulart	U.S.	Executive Vice President and Chief Investment Officer	--	<1	<1

³ In the *Alpha Approval Order*, the Commission recognized that, aside from Justin Ryvicker, Atif Ahabab, and David Yu, none of the officers or directors within the MetLife organization will have an attributable interest in New Alpha because their duties and responsibilities do not relate to MetLife Private Equity Holdings, LLC’s interest in New Alpha. See *Alpha Media Licensee LLC, Debtor-in-Possession (Assignor) and Alpha Media Licensee LLC (Assignee)*, *Alpha 3E Licensee LLC, Debtor-in-Possession (Assignor) and Alpha 3E Licensee LLC (Assignee)*, FCC File Nos. 0000138519, 0000138678, 0000138727, 0000138774, DA 21-825 (July 13, 2021) (“*Alpha Approval Order*”). Steven Goulart will also hold an attributable interest in New Alpha.

V. FLORIDA GROWTH FUND LLC AND HAMILTON LANE STRATEGIC OPPORTUNITIES 2016 FUND LP

Florida Growth Fund LLC is a shareholder of New Alpha. It is a limited liability company with the principal business of investment activities and will have the following attributable interest holders,⁴ which will use the address 110 Washington Street, Suite 1300, Conshohocken, PA 19428:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Florida Growth Fund LLC	U.S.	---	Limited liability company	--	--
HL Florida Growth LLC	U.S.	Sole unincorporated managing member	Corporation	100	2

HL Florida Growth LLC is the sole unincorporated member of Florida Growth Fund LLC. It is a limited liability company with a principal business of investment activities and will have the following attributable interest holders, which will use the address 110 Washington Street, Suite 1300, Conshohocken, PA 19428:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
HL Florida Growth LLC	U.S.	---	Limited liability company	--	--
Hamilton Lane Advisors LLC	U.S.	Sole member	Limited liability company	100	100
Mario L. Giannini	U.S.	CEO	--	0	0
Atul Varma	U.S.	CFO	--	0	0
Lydia A. Gavalis	U.S.	Secretary and General Counsel	--	0	0
Adam Shane	U.S.	Assistant Secretary	--	0	0

⁴ HL Florida Growth LLC's other member is insulated in accordance with the Commission's broadcast attribution rules. See 47 C.F.R. § 73.3555, Note 2(f).

Hamilton Lane Strategic Opportunities 2016 Fund LP is a shareholder of New Alpha. It is a limited partnership with a principal business of investment activities and will have the following attributable interest holders,⁵ which will use the address 110 Washington Street, Suite 1300, Conshohocken, PA 19428:

(1)	(2)	(3)	(4)	(4)	(5)
Name	Citizenship	Nature of Interest	Type of Business	%Votes	%Equity
Hamilton Lane Strategic Opportunities 2016 Fund LP	U.S.	---	Limited partnership	--	--
Hamilton Lane Strategic Opportunities 2016 GP LLC	U.S.	Sole General Partner	Limited liability company	100	1

Hamilton Lane Strategic Opportunities 2016 GP LLC is the sole general partner of Hamilton Lane Strategic Opportunities 2016 Fund LP. It is a limited liability company with a principal business of investment activities and will have the following attributable interest holders, which will use the address 110 Washington Street, Suite 1300, Conshohocken, PA 19428:

(1)	(2)	(3)	(4)	(4)	(5)
Name	Citizenship	Nature of Interest	Type of Business	%Votes	%Equity
Hamilton Lane Strategic Opportunities 2016 GP LLC	U.S.	---	Limited liability company	--	--
Hamilton Lane Advisors LLC	U.S.	Sole Member	Limited liability company	100	100
Mario L. Giannini	U.S.	CEO	--	0	0
Atul Varma	U.S.	CFO	--	0	0
Lydia A. Gavalis	U.S.	Secretary and General Counsel	--	0	0
Adam Shane	U.S.	Assistant Secretary	--	0	0

⁵ The limited partners of Hamilton Lane Strategic Opportunities 2016 Fund LP are insulated in accordance with the Commission's broadcast attribution rules. See 47 C.F.R. § 73.3555, Note 2(f).

Hamilton Lane Advisors LLC is the sole member of both HL Florida Growth LLC and Hamilton Lane Strategic Opportunities 2016 GP LLC. It is a limited liability company with a principal business of investment activities and will have the following attributable interest holders,⁶ which will use the address 110 Washington Street, Suite 1300, Conshohocken, PA 19428:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Hamilton Lane Advisors LLC	U.S.	---	Limited liability company	--	--
Hamilton Lane Incorporated	U.S.	Sole managing member	Corporation	100	64.6
Mario L. Giannini	U.S.	CEO	--	0	0
Hartley R. Rogers	U.S.	Chairman	--	0	0
Kevin J. Lucey	U.S.	COO	--	0	0
Michael J. Koenig	U.S.	Chief Client Officer	--	0	0
Atul Varma	U.S.	CFO	--	0	0
Lydia A. Gavalis	U.S.	Secretary and General Counsel	--	0	0

Hamilton Lane Incorporated is the sole managing member of Hamilton Lane Advisors LLC. It is a corporation with the principal business of investment activities and will have the following attributable interest holders, which will use the address 110 Washington Street, Suite 1300, Conshohocken, PA 19428:⁷

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Hamilton Lane Incorporated	U.S.	---	Corporation	--	--
HLA Investments, LLC	U.S.	Shareholder	Limited liability company	49	18

⁶ Hamilton Lane Advisor LLC’s non-managing members are insulated in accordance with the Commission’s broadcast attribution rules. *See* 47 C.F.R. § 73.3555(f), Note 2.

⁷ Voting and equity interests not reflected in the chart below are widely held, with no other entities or individuals holding interests creating an attributable interest in New Alpha. David J. Berkman, an independent director of Hamilton Lane Incorporated, also serves as a director of Audacy, Inc., which is the licensee of numerous broadcast radio stations. Hamilton Lane Incorporated has certified to Alpha that that Mr. Berkman’s “duties and responsibilities are wholly unrelated” to the broadcast operations of New Alpha, and that he will recuse himself from any matters pertaining to New Alpha or the broadcast stations controlled by New Alpha if such matters come before him. Accordingly, Mr. Berkman is exempt from attribution under the Commission’s rules. *See* 47 C.F.R. § 73.3555(f), Note 2(g).

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Hartley R. Rogers	U.S.	Chairman, Shareholder	--	<1 ⁸	<1 ⁹
Mario L. Giannini	U.S.	CEO, Director, Shareholder	--	5 ¹⁰	<1 ¹¹
O. Griffith Sexton	U.S.	Director, Shareholder	--	4	2 ¹²
Erik R. Hirsch	U.S.	Vice Chairman, Shareholder	--	5	2 ¹³
Leslie F. Varon	U.S.	Director, Shareholder	--	<1	<1
Atul Varma	U.S.	CFO and Treasurer, Shareholder	--	<1	<1
Lydia A. Gavalis	U.S.	General Counsel and Secretary	--	0	0

⁸ Mr. Rogers directly holds small amounts of Hamilton Lane Incorporated stock. Through his direct interests and his controlling interest in HLA Investments, LLC, he ultimately controls approximately 49 percent of the total voting interests in Hamilton Lane Incorporated.

⁹ Mr. Rogers directly holds small amounts of Hamilton Lane Incorporated stock. Through his investments in HLA Investments, LLC, he ultimately holds a pecuniary interest in approximately 15 percent of the equity interests in Hamilton Lane Incorporated.

¹⁰ Mr. Giannini directly holds approximately 5 percent of the voting interests of Hamilton Lane Incorporated. Through his controlling interest in Hamilton Lane Advisors, Inc. (a shareholder of Hamilton Lane Incorporated which will itself hold a non-attributable interest in New Alpha), he ultimately controls approximately 19 percent of the voting interests in Hamilton Lane Incorporated.

¹¹ Mr. Giannini directly holds small amounts of equity in Hamilton Lane Incorporated. Through those holdings and his ownership of Hamilton Lane Advisors, Inc. (a shareholder of Hamilton Lane Incorporated which will itself hold a non-attributable interest in New Alpha) and equity investments in HLA Investments, LLC, he ultimately holds a pecuniary interest in approximately 7 percent of the equity interests in Hamilton Lane Incorporated.

¹² Percentage includes shares beneficially owned by HL Management Investors, LLC (a shareholder of Hamilton Lane Incorporated which will itself hold a non-attributable interest in New Alpha) in which family trusts of which Mr. Sexton is the trustee hold a pecuniary interest. Mr. Sexton shares voting and dispositive power over those shares with his spouse.

¹³ Percentage includes shares beneficially owned by HL Management Investors, LLC (a shareholder of Hamilton Lane Incorporated which will itself hold a non-attributable interest in New Alpha) in which Mr. Hirsch holds a pecuniary interest.

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Juan Delgado-Moreira	U.S.	Vice Chairman, Shareholder	--	<1	2
Michael T. Donohue	U.S.	Controller and Managing Director	--	0	0
Vann Graves	U.S.	Director, Shareholder	--	<1	<1

HLA Investments, LLC is a shareholder in Hamilton Lane Incorporated. It is a limited liability company with a principal business in investment activities and will have the following attributable interest holder, which will use the address 110 Washington Street, Suite 1300, Conshohocken, PA 19428:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
HLA Investments, LLC	U.S.	---	Limited liability company	--	--
HRHLA, LLC	U.S.	Sole Managing Member	Limited liability company	78.5	78.5

HRHLA, LLC is the sole managing member of HLA Investments, LLC. It is a limited liability company with a principal business in investment activities and will have the following attributable interest holder, which will use the address 110 Washington Street, Suite 1300, Conshohocken, PA 19428:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
HRHLA, LLC	U.S.	---	Limited liability company	--	--
Hartley R. Rogers	U.S.	Sole Managing Member	--	100	74

VI. ICG NORTH AMERICA HOLDINGS LTD.

ICG North America Holdings Ltd. is a shareholder of New Alpha. It is a corporation with a principal business in investment activities and will have the following attributable interest holders,¹⁴ which will use the address c/o Intermediate Capital Group, 600 Lexington Avenue, 19th Floor, New York, NY 10022 unless otherwise specified:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
ICG North America Holdings Ltd.	Cayman Islands	--	Corporation	--	--
ICG North American Private Debt Fund LP	U.S.	Shareholder	Limited partnership	79.64	79.64
ICG Global Investment Jersey Limited c/o BNP Paribas The Esplanade St Helier Jersey, JE1, 5BP	Jersey	Shareholder	Registered private company	18.57	18.57
ICG Fund Advisors LLC	U.S.	Investment Advisor	Limited liability company	0	0
Brian Spenner 600 Lexington Avenue 24th Floor New York, NY 10022	U.S.	Director	--	0	0
Andy Le Couillard	United Kingdom	Director	--	0	0
Julie Hughes	Canada/Cayman Islands	Director	--	0	0
Scott Dakers	United Kingdom	Director	--	0	0

ICG North American Private Debt Fund LP is a shareholder in ICG North America Holdings Ltd. It is a limited partnership with a principal business in investment activities and will have the following attributable interest holder,¹⁵ which will use the address c/o Intermediate Capital Group, 600 Lexington Avenue, 19th Floor, New York, NY 10022:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
ICG North American Private Debt Fund LP	U.S.	--	Limited partnership	--	--

¹⁴ Other shareholders in ICG North America Holdings Ltd. hold a non-attributable 1.79% voting and equity interest. See 47 C.F.R. § 73.3555(f), Note 2(a).

¹⁵ The limited partners of ICG North American Private Debt Fund LP, which hold 100 percent of its equity, are insulated in accordance with the Commission's broadcast attribution rules. See 47 C.F.R. § 73.3555(f), Note 2.

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
ICG North American Private Debt GP LP	U.S.	Sole General Partner	Limited partnership	100	0

ICG North American Private Debt GP LP is the sole general partner of ICG North American Private Debt Fund LP. It is a limited partnership with a principal business in investment activities and will have the following attributable interest holder,¹⁶ which will use the address c/o Intermediate Capital Group, 600 Lexington Avenue, 19th Floor, New York, NY 10022:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
ICG North American Private Debt GP LP	U.S.	--	Limited partnership	--	--
ICG North America Associates LLC	U.S.	Sole General Partner	Limited liability company	100	0

ICG North America Associates LLC is the sole general partner of ICG North America Private Debt GP LP. It is a limited liability company with a principal business in investment activities and will have the following attributable interest holders, which will use the address c/o Intermediate Capital Group, 600 Lexington Avenue, 19th Floor, New York, NY 10022 unless otherwise specified:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
ICG North America Associates LLC	U.S.	--	Limited liability company	--	--
ICG FMC Limited c/o Intermediate Capital Group PLC Procession House, 55 Ludgate Hill London, EC4M 7JW England	United Kingdom	Sole Member	Private limited company	100	100
Brian Spenner 600 Lexington Avenue 24th Floor New York, NY 10022	U.S.	Manager	--	0	0
Benoit Durteste c/o Intermediate Capital Group PLC	France	Manager	--	0	0

¹⁶ The limited partners of ICG North America Private Debt GP LP, which hold 100 percent of its equity, are insulated in accordance with the Commission's broadcast attribution rules. See 47 C.F.R. § 73.3555(f), Note 2.

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Procession House, 55 Ludgate Hill London, EC4M 7JW England					

ICG Fund Advisors, LLC is the investment manager for ICG North America Holdings Ltd. It is a limited liability company with a principal business in investment activities and will have the following attributable interest holders, which will use the address c/o Intermediate Capital Group, 600 Lexington Avenue, 19th Floor, New York, NY 10022 unless otherwise specified:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
ICG Fund Advisors, LLC	U.S.	--	Limited liability company	--	--
Intermediate Capital Group, Inc.	U.S.	Sole Member	Corporation	100	100
Brian Spenner 600 Lexington Avenue 24th Floor New York, NY 10022	U.S.	Manager, Officer	--	0	0
Benoit Durteste c/o Intermediate Capital Group PLC Procession House, 55 Ludgate Hill London, EC4M 7JW England	France	Officer	--	0	0
Alan Jones	U.S.	Manager, Officer	--	0	0
Seth Katzenstein	U.S.	Manager, Officer	--	0	0
Vijay Bharadia c/o Intermediate Capital Group PLC Procession House, 55 Ludgate Hill London, EC4M 7JW England	United Kingdom	Officer	--	0	0

Intermediate Capital Group, Inc. is the sole member of ICG Fund Advisors LLC. It is a corporation with a principal business in investment activities and will have the following attributable interest holders, which will use the address c/o Intermediate Capital Group, 600 Lexington Avenue, 19th Floor, New York, NY 10022 unless otherwise specified:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Intermediate Capital Group, Inc.	U.S.	--	Corporation	--	--
ICG FMC Limited c/o Intermediate Capital Group PLC Procession House, 55 Ludgate Hill London, EC4M 7JW England	United Kingdom	Shareholder	Private limited company	100	100
Brian Spinner 600 Lexington Avenue 24th Floor New York, NY 10022	U.S.	Officer	--	0	0
Benoit Durteste c/o Intermediate Capital Group PLC Procession House, 55 Ludgate Hill London, EC4M 7JW England	France	Officer	--	0	0
Alan Jones	U.S.	Director, Officer	--	0	0
Seth Katzenstein	U.S.	Officer	--	0	0
Vijay Bharadia c/o Intermediate Capital Group PLC Procession House, 55 Ludgate Hill London, EC4M 7JW England	United Kingdom	Director, Officer	--	0	0
Andrew Hawkins	U.S.	Director, Officer	--	0	0
Andreas Mondovitz	Germany	Officer	--	0	0

ICG FMC Limited is the sole member of ICG North America Associates LLC and the sole shareholder in Intermediate Capital Group, Inc. It is a private limited company with a principal business in investment activities and will have the following attributable interest holders, which will use the address c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
ICG FMC Limited	United Kingdom	--	Private limited company	--	--
Intermediate Capital Group PLC	United Kingdom	Sole Owner	Public limited company	100	100
Vijay Bharadia	United Kingdom	Director	--	0	0
Benoit Durteste	France	Director	--	0	0

ICG Global Investment Jersey Limited is a stockholder of ICG North America Holdings Ltd. It is a registered private company with a principal business in investment activities and will have the following attributable interest holders, which will use the address c/o BNP Paribas, The Esplanade, St. Helier, Jersey, JE1, 5BP unless otherwise specified:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
ICG Global Investment Jersey Limited	Jersey	--	Registered private company	--	--
ICG Global Investment UK Limited c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW	United Kingdom	Sole Shareholder	Private limited company	100	100
Gary Clark c/o Intermediate Capital Group PLC Procession House, 55 Ludgate Hill London, EC4M 7JW England	United Kingdom	Director	--	0	0
Andrew Wignall c/o Intermediate Capital Group PLC Procession House, 55 Ludgate Hill London, EC4M 7JW England	United Kingdom	Director	--	0	0
Nick Watkins	United Kingdom	Director	--	0	0

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
c/o Intermediate Capital Group PLC Procession House, 55 Ludgate Hill London, EC4M 7JW England					

ICG Global Investment UK Limited is the sole shareholder of ICG Global Investment Jersey Limited. It is a private limited company with a principal business in investment activities and will have the following attributable interest holder, which will use the address c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
ICG Global Investment UK Limited	Jersey	--	Private limited company	--	--
Intermediate Capital Group PLC	United Kingdom	Sole Shareholder	Public limited company	100	100
Vijay Bharadia	United Kingdom	Director	--	0	0
Benoit Durteste	France	Director	--	0	0
Steve Burton	United Kingdom	Director	--	0	0

Intermediate Capital Group PLC¹⁷ is the sole shareholder of both ICG FMC Limited and ICG Global Investment UK Limited. It is a public limited company with a principal business in investment activities and will have the following attributable interest holders, which will use the address c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
Intermediate Capital Group PLC	United Kingdom	--	Public limited company	--	--
Benoit Durteste	France	Director, CEO	--	0	0
Vijay Bharadia	United Kingdom	Director, CFO	--	0	0
Antje Hensel-Roth	United Kingdom	Director, Chief People and	--	0	0

¹⁷ Attributable as ultimate parent company of ICG North America Holdings Ltd; Intermediate Capital Group PLC also holds 3.3-3.5% interest in New Alpha directly.

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
		External Affairs Officer			
Lord Davies of Abersoch	United Kingdom	Director, Non-Executive Chairman	--	0	0
Virginia Holmes	United Kingdom	Director	--	0	0
Rusty Nelligan	U.S./Sweden	Director	--	0	0
Kathryn Purves	United Kingdom	Director	--	0	0
Amy Schioldager	U.S.	Director	--	0	0
Andrew Sykes	United Kingdom	Director	--	0	0
Stephen Welton	United Kingdom	Director	--	0	0

VII. BIGSUR CAPITAL PARTNERS THREE CORP.

BigSur Capital Partners Three Corp. is a shareholder in New Alpha that will hold an attributable interest following conversion of the Warrants. It is a corporation with a principal business in investment activities and has the following attributable interest holders¹⁸:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
BigSur Capital Partners Three Corp. Marcy Building 2nd Floor Purcell Estate PO Box 2416 Road Town, Tortola VG1110, British Virgin Islands	British Virgin Islands	--	Corporation	--	--
BigSur Partners LLC c/o BigSur Partners Four Seasons Office Tower 1441 Brickell Avenue Suite 1410 Miami, FL 33131	U.S.	Shareholder	Limited liability company	100	0

¹⁸ BigSur Capital Partners Three Corp.'s equity interests are held by 15 funds registered in the Bahamas, Netherlands, BVI, Cayman Islands, and New Zealand. Each fund holds an equity interest of between 3-12.2%. Funds holding equity interests have voting rights only on amendments and changes to the Company's organizational documents. Accordingly, each of the funds will hold less than a 1.0% indirect equity (and deemed voting) interest in New Alpha and are not attributable under the Commission's broadcast attribution rules. See 47 C.F.R. § 73.3555(f), Note 2.

BigSur Partners LLC is a shareholder in BigSur Capital Partners Three Corp. It is a limited liability company with a principal business in investment activities and has the following attributable interest holders, which use the address c/o BigSur Partners, Four Seasons Office Tower, 1441 Brickell Avenue, Suite 1410, Miami, FL 33131 unless otherwise stated:

(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
BigSur Partners LLC	U.S.	--	Limited liability company	--	--
Gorriti Investments, LLC 9000 Arvida Drive Miami, FL 33156	U.S.	Member	Limited liability company	5.9	5.9
BigSur Advisers Corp.	U.S.	Member	Corporation	75.1	75.1
PCP Advisors Corp.	U.S.	Member	Corporation	13	13

BigSur Advisers Corp. is a shareholder in BigSur Partners LLC. It is a corporation with a principal business in investment activities and will have the following attributable interest holder, which will use the address c/o BigSur Partners, Four Seasons Office Tower, 1441 Brickell Avenue, Suite 1410, Miami, FL 33131:

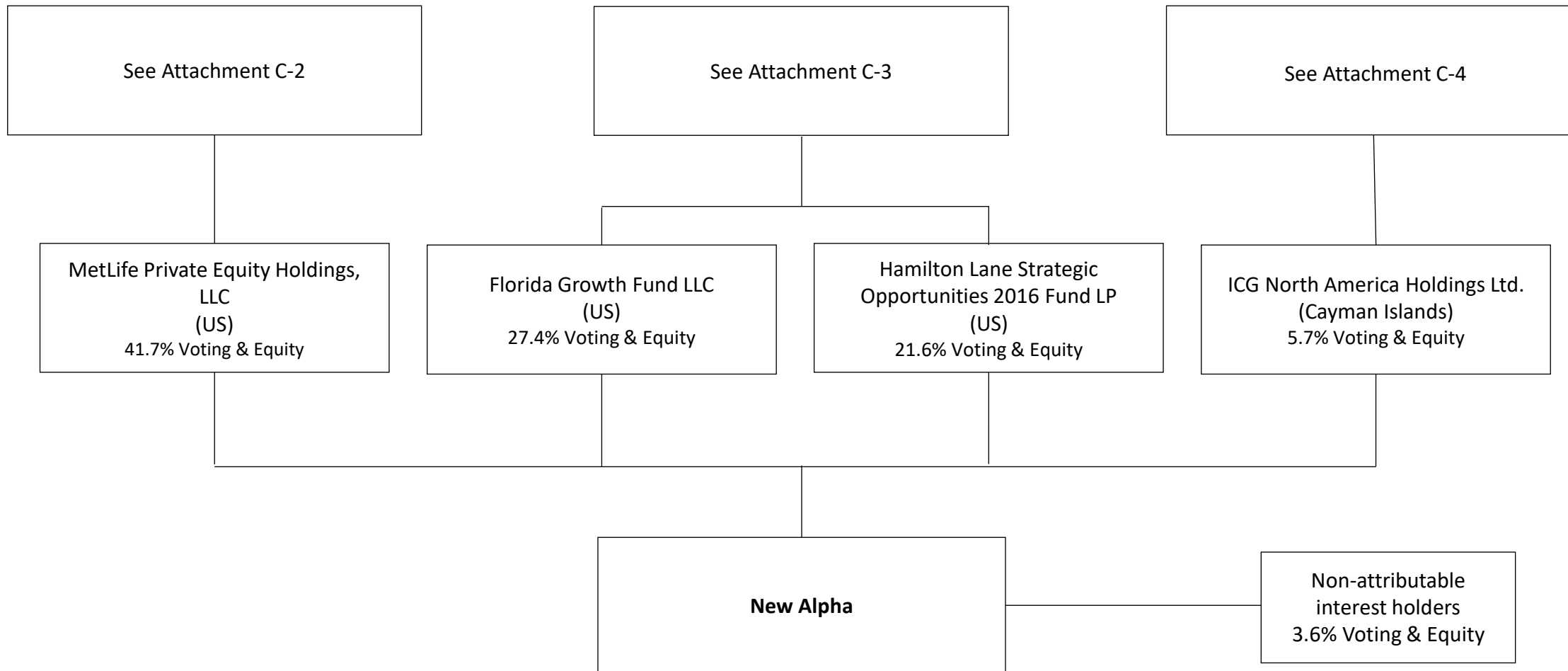
(1) Name	(2) Citizenship	(3) Nature of Interest	(4) Type of Business	(4) %Votes	(5) %Equity
BigSur Advisers Corp.	U.S.	--	Corporation	--	--
Ignacio Pakciarz	U.S.	Sole Shareholder	--	100	100

ATTACHMENT C

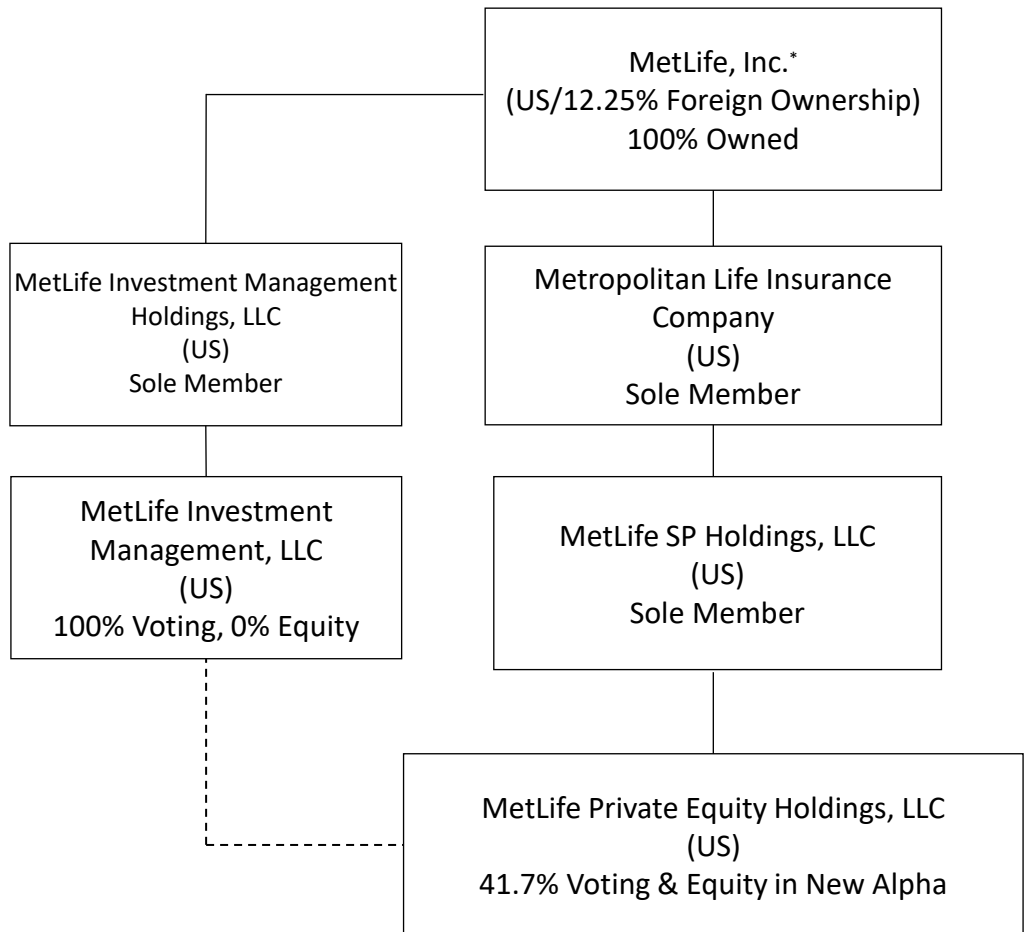
Post-Declaratory Ruling Ownership and Control Structure

(47 C.F.R. § 1.5001(h)(2))

Pre-Declaratory Ruling Ownership Structure New Alpha



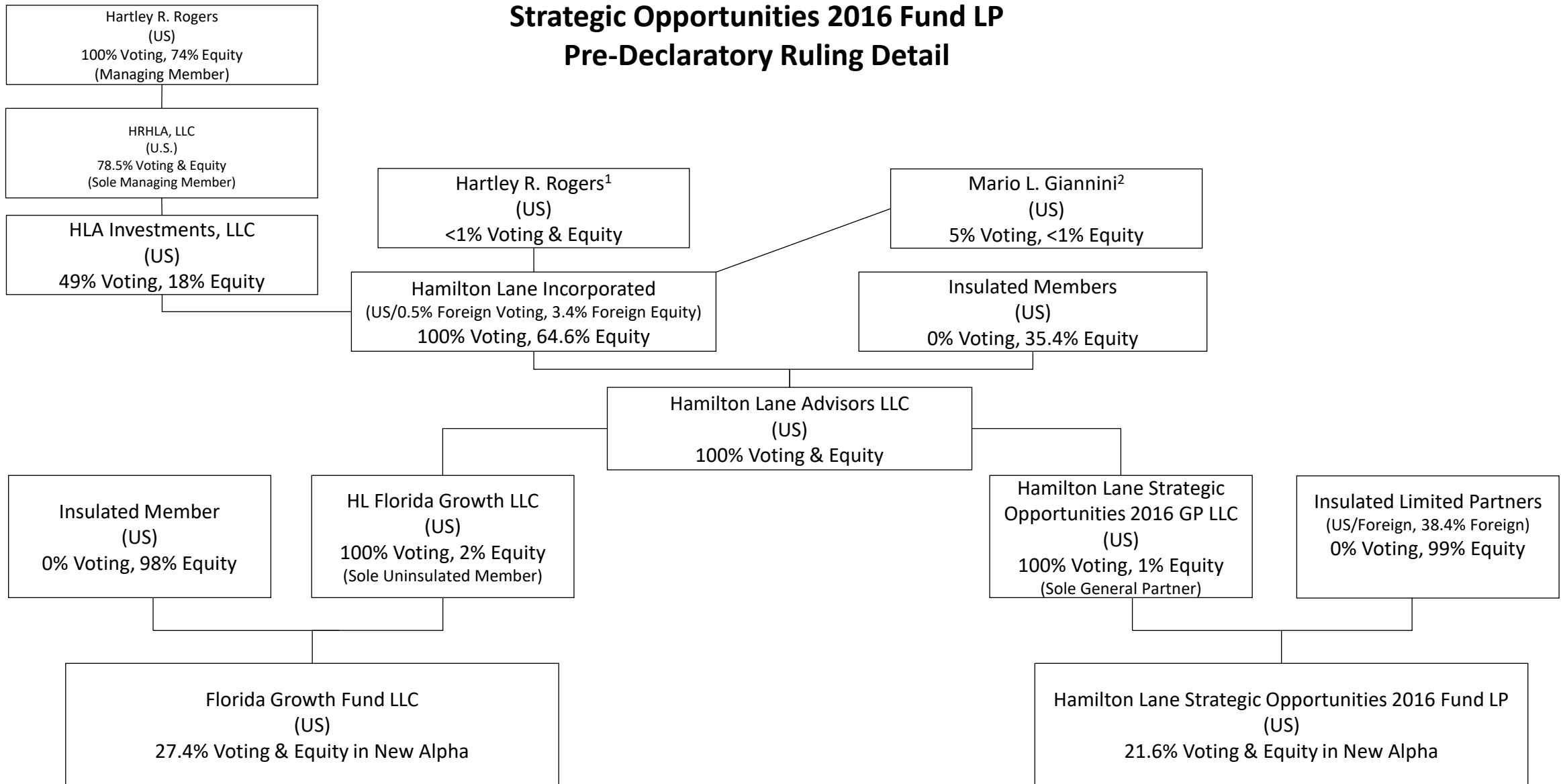
MetLife Private Equity Holdings, LLC Pre-Declaratory Ruling Detail



----- Investment Manager

* MetLife, Inc., which is also the indirect parent of MetLife Insurance K.K. (“MIK”), acquired a 1.6% voting and equity interest in New Alpha at emergence, such that MetLife Inc.’s total indirect interest is 43.3%. Prior to the exercise of the Warrants, MIK will transfer its entire interest in New Alpha to MetLife Private Equity Holdings, LLC, and the total interest held by MetLife, Inc. will not change. MetLife SP Holdings, LLC is the sole member and manager of MetLife Private Equity Holdings, LLC and controls all of the voting and equity interests in it, but decision-making authority over the investments in New Alpha has been delegated to MetLife Investment Management, LLC.

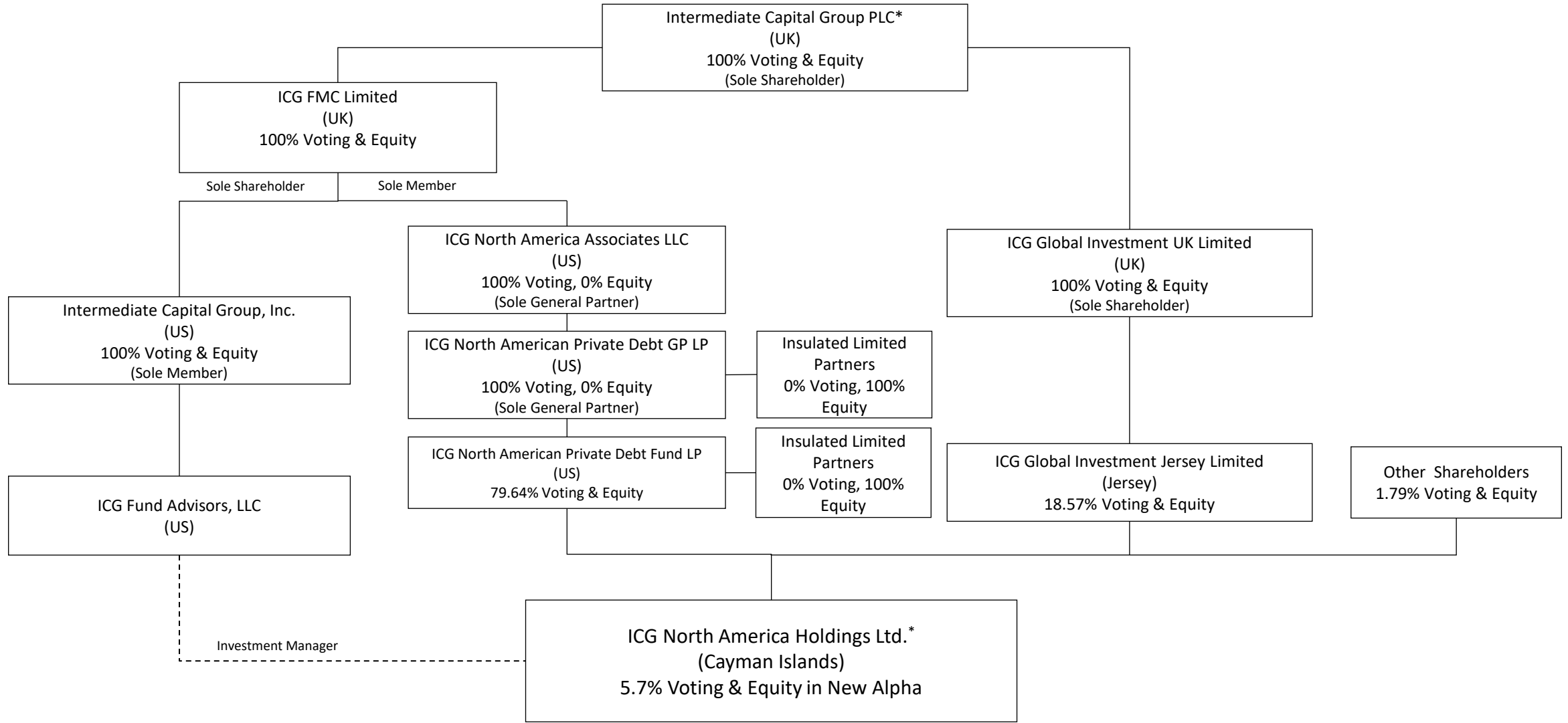
Florida Growth Fund LLC and Hamilton Lane Strategic Opportunities 2016 Fund LP Pre-Declaratory Ruling Detail



¹ Mr. Rogers directly holds small amounts of Hamilton Lane Incorporated stock. Through his direct interests and his controlling interest in HLA Investments, LLC, he ultimately controls approximately 49% of the total voting interests and 15% of the total equity interests in Hamilton Lane Incorporated.

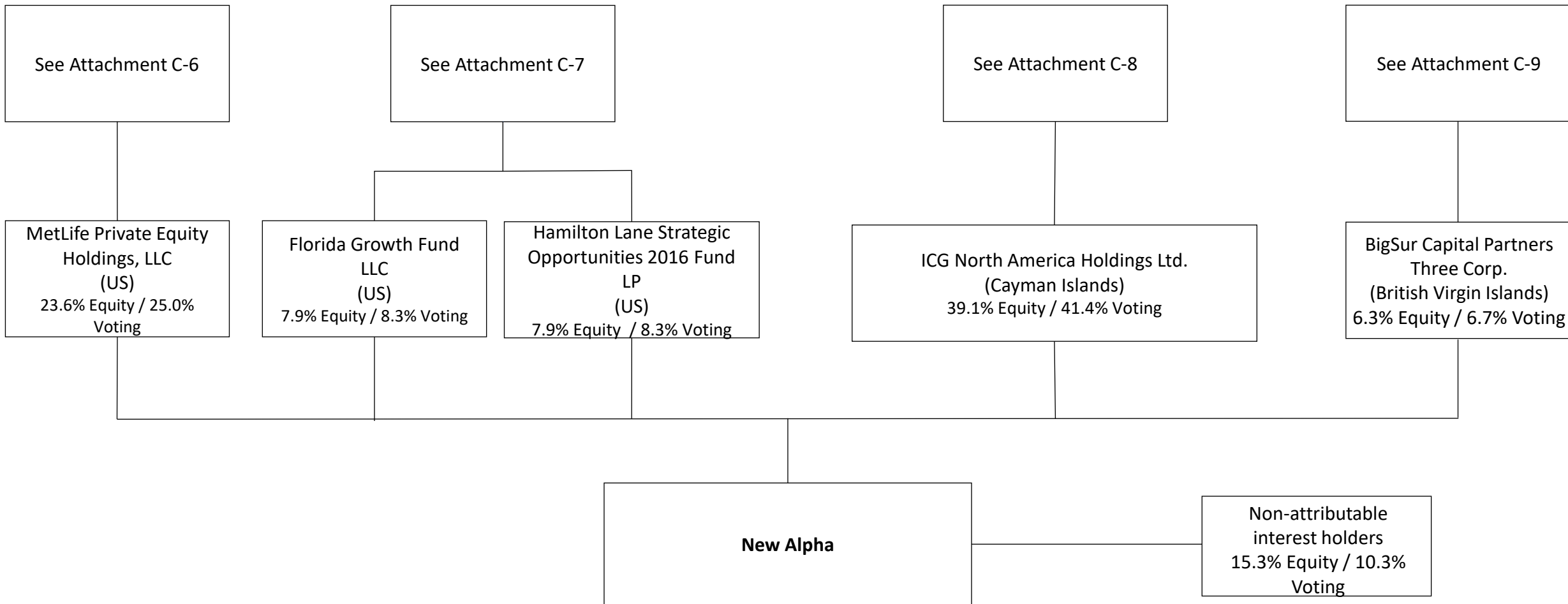
² Mr. Giannini directly holds approximately 5% of the voting interests and less than 1% of the equity interests. He ultimately controls approximately 19% of the voting interests and 7% of the equity interests in Hamilton Lane Incorporated through his ownership of Hamilton Lane Advisors, Inc. a shareholder of Hamilton Lane Incorporated which will itself hold a non-attributable interest in New Alpha.

ICG North America Holdings Ltd. Pre-Declaratory Ruling Detail

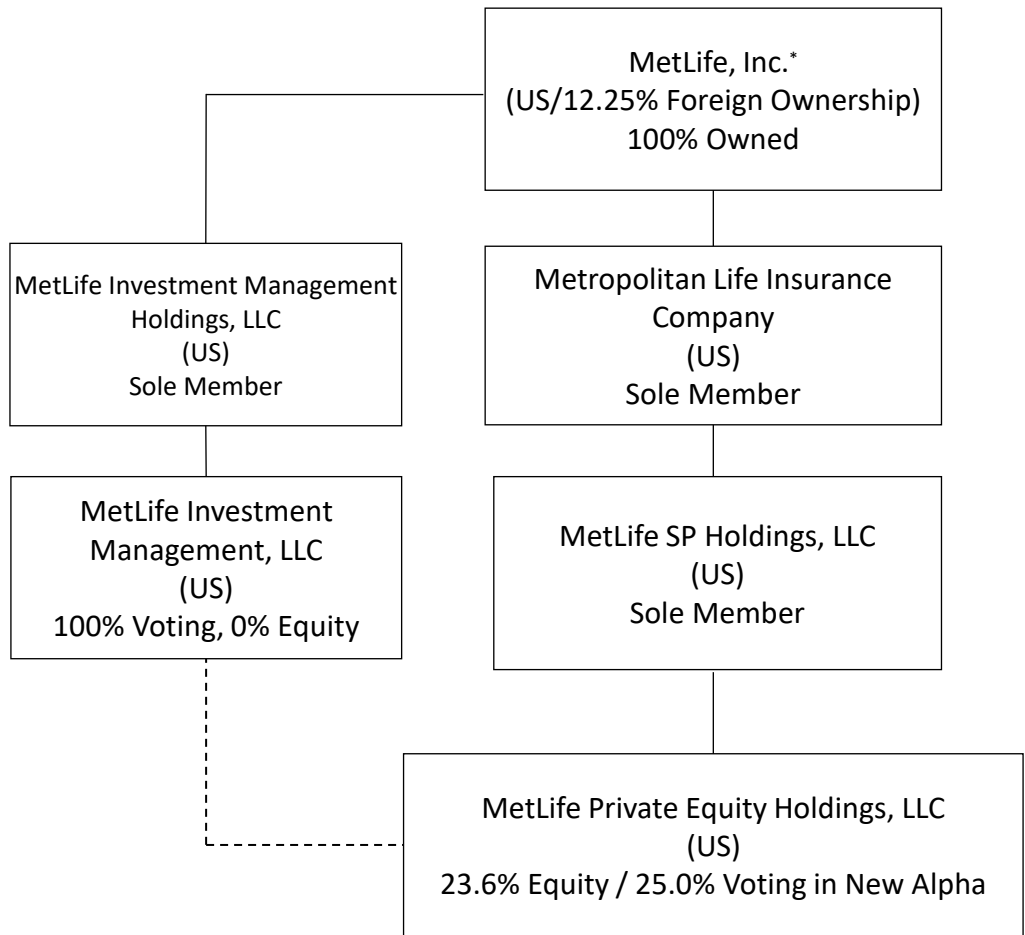


* Intermediate Capital Group PLC also directly holds a 0.5% equity and voting interest in New Alpha, such that Intermediate Capital Group PLC's total interest is approximately 6.2%.

Post-Declaratory Ruling Ownership Structure New Alpha

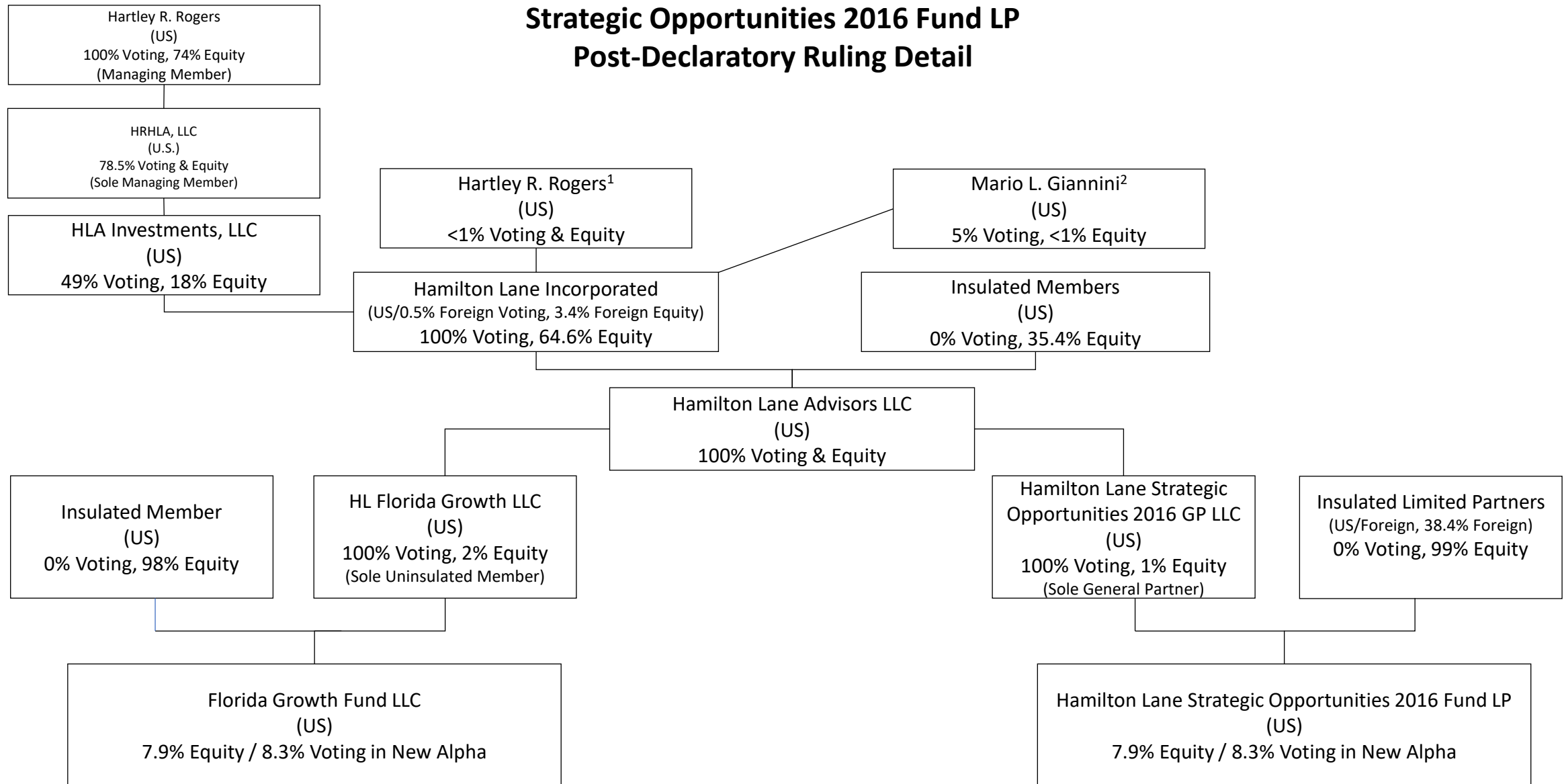


MetLife Private Equity Holdings, LLC Post-Declaratory Ruling Detail



----- Investment Manager

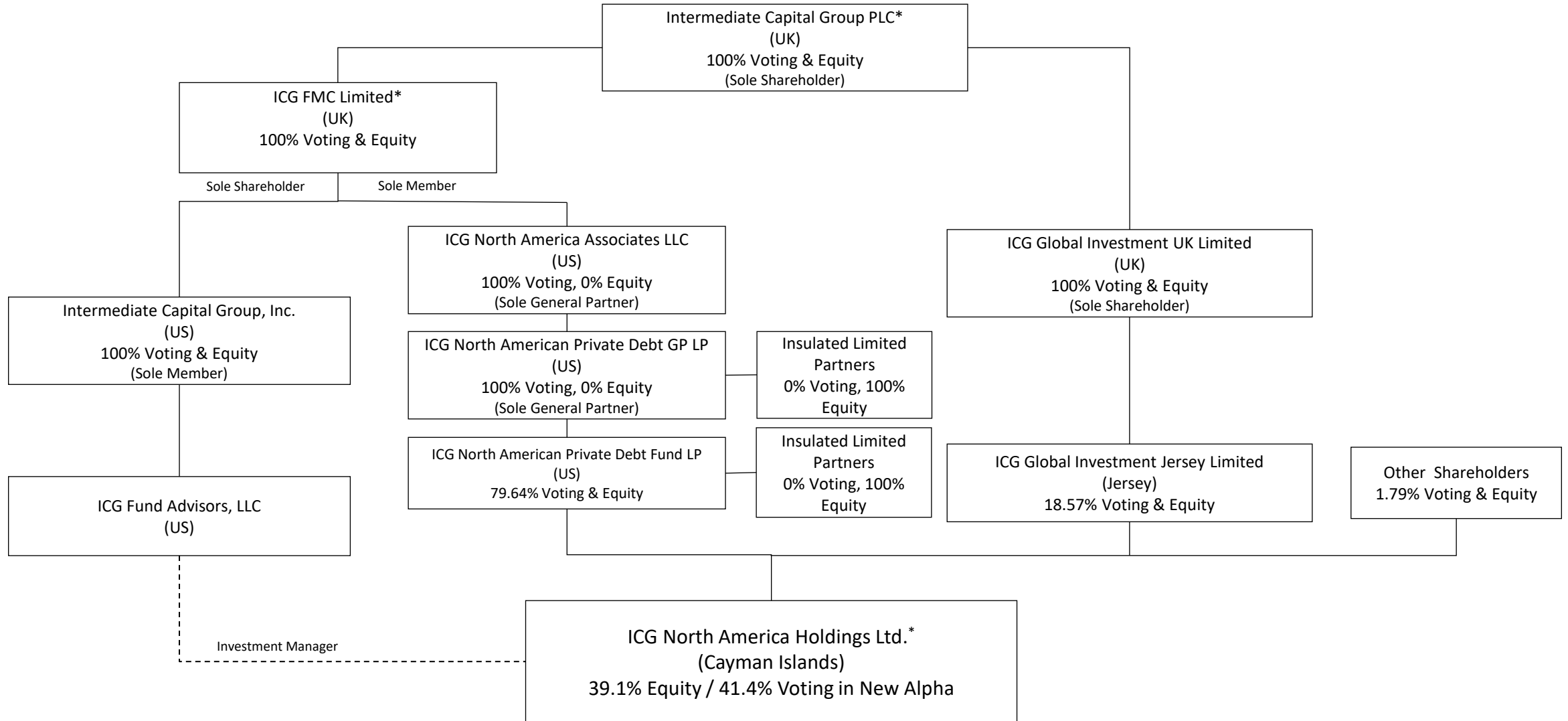
Florida Growth Fund LLC and Hamilton Lane Strategic Opportunities 2016 Fund LP Post-Declaratory Ruling Detail



¹ Mr. Rogers directly holds small amounts of Hamilton Lane Incorporated stock. Through his direct interests and his controlling interest in HLA Investments, LLC, he ultimately controls approximately 49% of the total voting interests and 15% of the total equity interests in Hamilton Lane Incorporated.

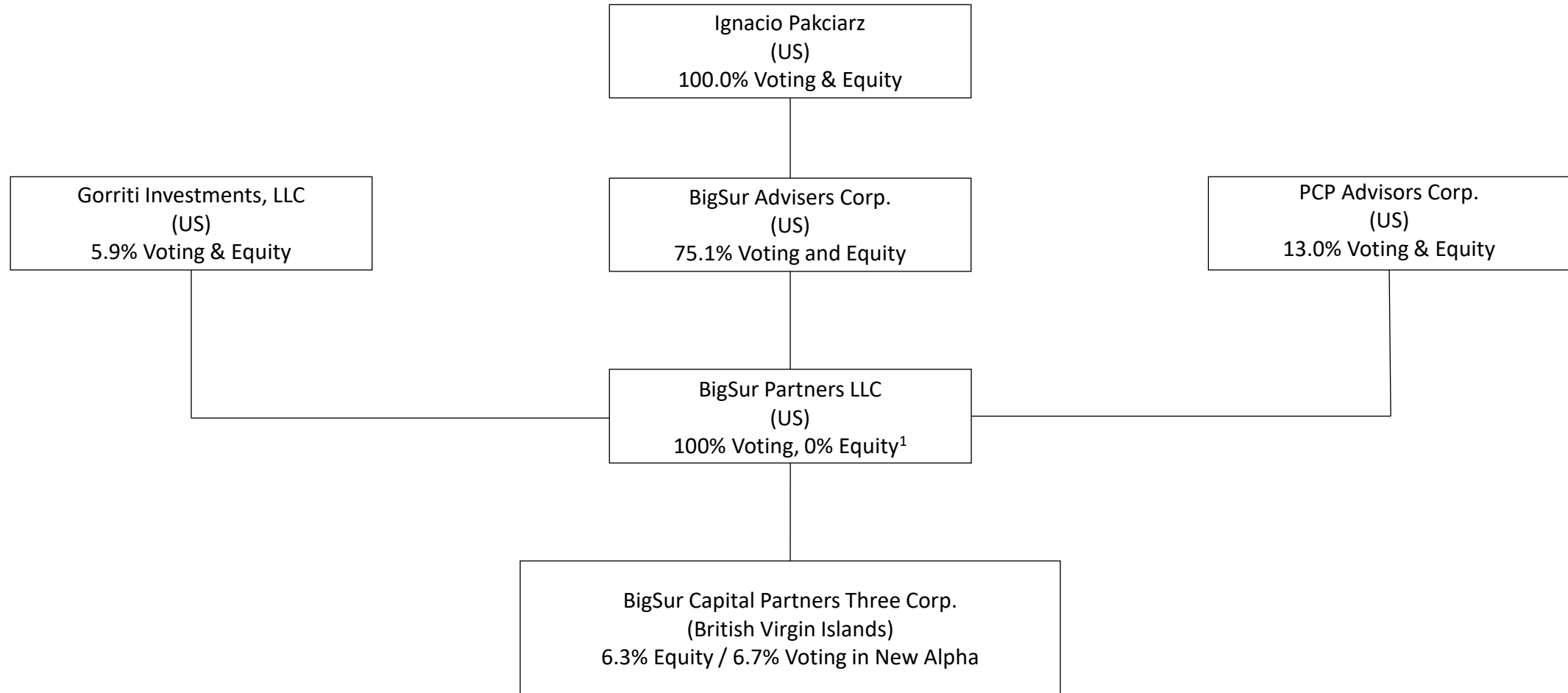
² Mr. Giannini directly holds approximately 5% of the voting interests and less than 1% of the equity interests. He ultimately controls approximately 19% of the voting interests and 7% of the equity interests in Hamilton Lane Incorporated through his ownership of Hamilton Lane Advisors, Inc., a shareholder of Hamilton Lane Incorporated which will itself hold a non-attributable interest in New Alpha.

ICG North America Holdings Ltd. Post-Declaratory Ruling Detail



*Intermediate Capital Group PLC will also directly hold approximately a 3.3% equity interest and a 3.5% voting interest in New Alpha. In addition, ICG Fund Advisors, LLC acts as the investment manager for and controls a portion of the interests held by two additional warrant holders that will not hold attributable interests in New Alpha or require specific approval, amounting to an additional voting interest of approximately 1.8%. Accordingly, Intermediate Capital Group PLC will hold a combined direct and indirect voting interest of approximately 46.7%, and a combined direct and indirect equity interest of approximately 10.6%, in New Alpha. Further, ICG FMC Limited will hold a combined indirect voting interest of approximately 43.2%, and combined indirect equity interest of approximately 0%, in New Alpha.

BigSur Capital Partners Three Corp. Post-Declaratory Ruling Detail



¹ BigSur Capital Partners Three Corp.'s equity interests are held by 15 funds registered in the Bahamas, Netherlands, British Virgin Islands, Cayman Islands, and New Zealand. Each fund holds an equity interest of between 3-12.2%. Funds holding equity interests have voting rights only on amendments and changes to the Company's organizational documents. Accordingly, each of the funds will hold less than a 1.0% indirect equity (and deemed voting) interest in New Alpha and are not attributable and will not require specific approval.

ATTACHMENT D

Estimate of Aggregate Foreign Ownership

(47 C.F.R. § 1.5001(h)(1))

Alpha Media Holdings Inc. (“New Alpha”) estimates that foreign ownership of its capital stock following a grant of this Petition which would permit such ownership would, on a direct and/or indirect basis, be more than 70 percent on both a voting and equity basis. This estimate is based upon direct inquiry of the entities that will hold direct and/or indirect ownership interests in New Alpha and calculations performed by New Alpha’s advisors.

ATTACHMENT E

Specific Approval Parties and Their Attributable Interest Holders

(47 C.F.R. § 1.5001(i)-(j))

Specific Approval Parties and Their Attributable Interest Holders

(47 C.F.R. § 1.5001(i)-(j))

I. ICG North America Holdings Ltd.

Information regarding ICG North America Holdings Ltd.

Name	ICG North America Holdings Ltd.
Address	c/o Intermediate Capital Group, 600 Lexington Avenue, 19th Floor, New York, NY 10022
Citizenship (individual) or place of organization (entity)	Cayman Islands
Type of business organization (entity)	Corporation
Principal business	Investment activities
Maximum % of equity (rounded to the nearest %) proposed to be held	49.99%
Maximum % of votes (rounded to the nearest %) proposed to be held	49.99%

Information regarding individuals or entities directly holding an attributable interest in ICG North America Holdings Ltd.

Name	Address	Citizenship (individual) or place of organization (entity)
ICG North American Private Debt Fund LP	c/o Intermediate Capital Group, 600 Lexington Avenue, 19th Floor, New York, NY 10022	U.S.
ICG Global Investment Jersey Limited	c/o BNP Paribas The Esplanade St Helier Jersey, JE1, 5BP	Jersey
ICG Fund Advisors LLC	c/o Intermediate Capital Group, 600 Lexington Avenue, 19th Floor, New York, NY 10022	U.S.
Brian Spenner	600 Lexington Avenue, 24th Floor, New York, NY 10022	U.S.
Andy Le Couilliard	c/o Intermediate Capital Group, 600 Lexington Avenue, 19th Floor, New York, NY 10022	United Kingdom
Julie Hughes	c/o Intermediate Capital Group, 600 Lexington Avenue, 19th Floor, New York, NY 10022	Canada/Cayman Islands
Scott Dakers	c/o Intermediate Capital Group, 600 Lexington Avenue, 19th Floor, New York, NY 10022	United Kingdom

II. Intermediate Capital Group PLC

Information regarding Intermediate Capital Group PLC

Name	Intermediate Capital Group PLC
Address	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England
Citizenship (individual) or place of organization (entity)	United Kingdom
Type of business organization (entity)	Public limited company
Principal business	Investment activities
Maximum % of equity (rounded to the nearest %) proposed to be held	49.99%
Maximum % of votes (rounded to the nearest %) proposed to be held	49.99%

Information regarding individuals or entities that will directly hold an attributable interest in Intermediate Capital Group PLC

Name	Address	Citizenship (individual) or place of organization (entity)
Benoit Durteste	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	France
Vijay Bharadia	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom
Antje Hensel-Roth	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom
Lord Davies of Abersoch	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom
Virginia Holmes	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom
Rusty Nelligan	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	U.S./Sweden
Kathryn Purves	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom
Amy Schioldager	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	U.S.
Andrew Sykes	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom
Stephen Welton	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom

III. ICG FMC Limited

Information regarding ICG FMC Limited

Name	ICG FMC Limited
Address	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England
Citizenship (individual) or place of organization (entity)	United Kingdom
Type of business organization (entity)	Private limited company
Principal business	Investment activities
Maximum % of equity (rounded to the nearest %) proposed to be held	49.99%
Maximum % of votes (rounded to the nearest %) proposed to be held	49.99%

Information regarding individuals or entities that will directly hold an attributable interest in ICG FMC Limited

Name	Address	Citizenship (individual) or place of organization (entity)
Intermediate Capital Group PLC	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom
Vijay Bharadia	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom
Benoit Durteste	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	France

IV. ICG Global Investment Jersey Limited

Information regarding ICG Global Investment Jersey Limited

Name	ICG Global Investment Jersey Limited
Address	c/o BNP Paribas The Esplanade St Helier Jersey, JE1, 5BP
Citizenship (individual) or place of organization (entity)	Jersey
Type of business organization (entity)	Registered private company
Principal business	Investment activities
Maximum % of equity (rounded to the nearest %) proposed to be held	49.99%

Maximum % of votes (rounded to the nearest %) proposed to be held	49.99%
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Information regarding individuals or entities that will directly or indirectly hold an attributable interest in ICG Global Investment Jersey Limited

Name	Address	Citizenship (individual) or place of organization (entity)
ICG Global Investment UK Limited	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom
Gary Clark	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom
Andrew Wignall	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom
Nick Watkins	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom

V. ICG Global Investment UK Limited

Information regarding ICG Global Investment UK Limited

Name	ICG Global Investment UK Limited
Address	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England
Citizenship (individual) or place of organization (entity)	United Kingdom
Type of business organization (entity)	Private limited company
Principal business	Investment activities
Maximum % of equity (rounded to the nearest %) proposed to be held	49.99%
Maximum % of votes (rounded to the nearest %) proposed to be held	49.99%

Information regarding individuals or entities that will directly or indirectly hold an attributable interest in ICG Global Investment UK Limited

Name	Address	Citizenship (individual) or place of organization (entity)
Intermediate Capital Group PLC	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom

Vijay Bharadia	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom
Benoit Durteste	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	France
Steve Burton	c/o Intermediate Capital Group PLC, Procession House, 55 Ludgate Hill, London, EC4M 7JW, England	United Kingdom

VI. BigSur Capital Partners Three Corp.

Information regarding BigSur Capital Partners Three Corp.

Name	BigSur Capital Partners Three Corp.
Address	Marcy Building, 2 nd Floor, Purcell Estate, PO Box 2416, Road Town, Tortola, VG1110, British Virgin Islands
Citizenship (individual) or place of organization (entity)	British Virgin Islands
Type of business organization (entity)	Corporation
Principal business	Investment activities
Maximum % of equity (rounded to the nearest %) proposed to be held	49.99%
Maximum % of votes (rounded to the nearest %) proposed to be held	49.99%

Information regarding individuals or entities that will directly hold an attributable interest in BigSur Capital Partners Three Corp.

Name	Address	Citizenship (individual) or place of organization (entity)
BigSur Partners LLC	Four Seasons Office Tower, 1441 Brickell Avenue, Suite 1410, Miami, FL 33131	U.S.

ATTACHMENT F

Alpha Media Holdings Inc. Certification

(47 C.F.R. §§ 1.5000(c)(1), 1.5001(l))

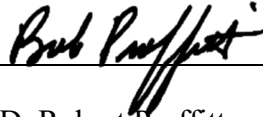
Certification of D. Robert Proffitt

I, D. Robert Proffitt, am the Chief Executive Officer of Alpha Media Holdings Inc. and a member of its Board of Directors. I hereby certify, to the best of my knowledge, information, and belief that:

1. All information contained in the Petition for Declaratory Ruling concerning Alpha Media Holdings Inc. and its investors is true and correct.
2. The ownership interests in Alpha Media Holdings Inc. as disclosed in the Petition have been calculated based upon a review of the Commission's rules and the interests disclosed satisfy each of the pertinent standards and criteria set forth in the rules.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on August 13, 2021

A handwritten signature in black ink, appearing to read "Bob Proffitt", is written above a horizontal line.

D. Robert Proffitt

Other Authorizations

Alpha Media Licensee LLC is the licensee of the stations listed below:

CALL SIGN	CITY OF LICENSE	FACILITY ID
KAAN(AM)	Bethany, MO	31004
KAAN-FM	Bethany, MO	31005
KAYO(FM)	Wasilla, AK	165988
KBAY(FM)	Gilroy, CA	35401
KBFF(FM)	Portland, OR	949
KBMG(FM)	Evanston, WY	20029
KBNN(AM)	Lebanon, MO	51093
KBRJ(FM)	Anchorage, AK	60915
KBTE(FM)	Tulia, TX	1302
KBTT(FM)	Haughton, LA	9221
KCLB-FM	Coachella, CA	12131
KCLZ(FM)	Twentynine Palms Bas, CA	183327
KCOB(AM)	Newton, IA	9900
KCOB-FM	Newton, IA	9899
KDES-FM	Cathedral City, CA	24253
KDGL(FM)	Yucca Valley, CA	14058
KDKS-FM	Blanchard, LA	16436
KDUT(FM)	Randolph, UT	88272
KDUX-FM	Hoquiam, WA	52676
KEAG(FM)	Anchorage, AK	28648
KEZR(FM)	San Jose, CA	1176
KFBD-FM	Waynesville, MO	4259
KFQD(AM)	Anchorage, AK	52675
KGNC(AM)	Amarillo, TX	63159
KGNC-FM	Amarillo, TX	63161
KGRN(AM)	Grinnell, IA	43242
KHAR(AM)	Anchorage, AK	60914
KHHL(FM)	Karnes City, TX	78984
KIIK(AM)	Waynesville, MO	4260
KINK(FM)	Portland, OR	53068
KIRK(FM)	Macon, MO	78275
KJAK(FM)	Pearsall, TX	198762
KJEL(FM)	Lebanon, MO	51094
KJFF(AM)	Festus, MO	35532
KJPW(AM)	Waynesville, MO	53877
KJXK(FM)	San Antonio, TX	71086
KKBB(FM)	Bakersfield, CA	7720
KKDV(FM)	Walnut Creek, CA	36032
KKFD-FM	Fairfield, IA	23037
KKIQ(FM)	Livermore, CA	67818

CALL SIGN	CITY OF LICENSE	FACILITY ID
KKRT(AM)	Wenatchee, WA	28634
KKRV(FM)	Wenatchee, WA	28635
KKUS(FM)	Tyler, TX	68651
KKUU(FM)	Indio, CA	11658
KKWK(FM)	Cameron, MO	50745
KLAK(FM)	Tom Bean, TX	36265
KLEY-FM	Jourdanton, TX	55414
KLKL(FM)	Minden, LA	13802
KLLL-FM	Lubbock, TX	36954
KLLY(FM)	Oildale, CA	7709
KMAD-FM	Whitesboro, TX	54812
KMCD(AM)	Fairfield, IA	23040
KMKT(FM)	Bells, TX	77588
KMMX(FM)	Tahoka, TX	86
KMRN(AM)	Cameron, MO	50744
KMXS(FM)	Anchorage, AK	52677
KNWH(AM)	Yucca Valley, CA	67028
KNWQ(AM)	Palm Springs, CA	72030
KNWZ(AM)	Coachella, CA	12130
KNZR(AM)	Bakersfield, CA	7715
KNZR-FM	Shafter, CA	8109
KOKA(AM)	Shreveport, LA	9222
KONE(FM)	Lubbock, TX	26519
KOOI(FM)	Jacksonville, TX	70740
KOYE(FM)	Frankston, TX	70387
KOZQ-FM	Waynesville, MO	53876
KPSI-FM	Palm Springs, CA	35497
KREI(AM)	Farmington, MO	35531
KRES(FM)	Moberly, MO	35890
KRTI(FM)	Grinnell, IA	35564
KSAH(AM)	Universal City, TX	23072
KSAH-FM	Pearsall, TX	83596
KSAJ-FM	Burlingame, KS	18055
KTAL-FM	Texarkana, TX	33728
KTCM(FM)	Madison, MO	171017
KTFM(FM)	Floresville, TX	2543
KTJJ(FM)	Farmington, MO	35533
KTLH(FM)	Hallsville, TX	198622
KTPK(FM)	Topeka, KS	67334
KTSA(AM)	San Antonio, TX	71087
KTUB(AM)	Centerville, UT	69557
KUFO(AM)	Portland, OR	26926
KUIC(FM)	Vacaville, CA	54261
KUPL(FM)	Portland, OR	4114

CALL SIGN	CITY OF LICENSE	FACILITY ID
KWHL(FM)	Anchorage, AK	52672
KWIQ(AM)	Moses Lake North, WA	35886
KWIQ-FM	Moses Lake, WA	35887
KWIX(AM)	Moberly, MO	35889
KWIX-FM	Cairo, MO	183331
KWLN(FM)	Wilson Creek, WA	72880
KWOK(AM)	Aberdeen, WA	68057
KXGL(FM)	Amarillo, TX	39781
KXL-FM	Portland, OR	26932
KXRO(AM)	Aberdeen, WA	52674
KXTG(AM)	Portland, OR	948
KXXX(FM)	Hoquiam, WA	67897
KYKX(FM)	Longview, TX	54844
KZDC(AM)	San Antonio, TX	65330
WARQ(FM)	Columbia, SC	58400
WCCQ(FM)	Crest Hill, IL	10677
WCEN-FM	Hemlock, MI	60787
WCHA(AM)	Chambersburg, PA	10110
WCLI-FM	Enon, OH	10113
WDHT(FM)	Urbana, OH	60252
WDJX(FM)	Louisville, KY	55498
WDLDFM)	Halfway, MD	23469
WERV-FM	Aurora, IL	73171
WFLS-FM	Fredericksburg, VA	65641
WFXH-FM	Hilton Head Island, SC	48367
WGCO(FM)	Midway, GA	11674
WGER(FM)	Saginaw, MI	20384
WGHL(FM)	Shepherdsville, KY	51074
WGTZ(FM)	Eaton, OH	25043
WGZB-FM	Lanesville, IN	53202
WHAG(AM)	Halfway, MD	23466
WHBC(AM)	Canton, OH	4489
WHBC-FM	Canton, OH	4488
WHHW(AM)	Hilton Head Island, SC	48366
WHXT(FM)	Orangeburg, SC	50522
WIBW(AM)	Topeka, KS	63169
WIBW-FM	Topeka, KS	63174
WIIL(FM)	Union Grove, WI	28473
WIKZ(FM)	Chambersburg, PA	10108
WING(AM)	Dayton, OH	25039
WJMI(FM)	Jackson, MS	50408
WJNT(AM)	Pearl, MS	7691
WJOL(AM)	Joliet, IL	62235
WJQS(AM)	Jackson, MS	50409

CALL SIGN	CITY OF LICENSE	FACILITY ID
WKRS(AM)	Waukegan, IL	10450
WKXI-FM	Magee, MS	50407
WLIP(AM)	Kenosha, WI	28478
WMFX(FM)	St. Andrews, SC	19471
WMJM(FM)	Jeffersontown, KY	10322
WNTX(AM)	Fredericksburg, VA	65640
WOAD(AM)	Jackson, MS	50404
WPCO(AM)	Columbia, SC	73370
WQCM(FM)	Greencastle, PA	25128
WRKS(FM)	Pickens, MS	29512
WROU-FM	West Carrollton, OH	26451
WRWN(FM)	Port Royal, SC	72387
WSCZ(FM)	Winnsboro, SC	54576
WSGW(AM)	Saginaw, MI	22674
WSGW-FM	Carrollton, MI	41842
WSSR(FM)	Joliet, IL	62240
WTLZ(FM)	Saginaw, MI	74093
WUBB(FM)	Bluffton, SC	16844
WVBX(FM)	Spotsylvania, VA	22484
WWDM(FM)	Sumter, SC	58398
WWUZ(FM)	Bowling Green, VA	55174
WXLC(FM)	Waukegan, IL	10451
WXMA(FM)	Louisville, KY	37236
WXYX(FM)	Rincon, GA	54805
WZSR(FM)	Woodstock, IL	53505

Alpha 3E Licensee LLC is the licensee of the stations listed below:

CALL SIGN	CITY OF LICENSE	FACILITY ID
KATE(AM)	Albert Lea, MN	12670
KAUS(AM)	Austin, MN	50677
KAUS-FM	Austin, MN	50660
KBRK(AM)	Brookings, SD	15263
KBRK-FM	Brookings, SD	15261
KCPI(FM)	Albert Lea, MN	12706
KDBX(FM)	Clear Lake, SD	87411
KDLO-FM	Watertown, SD	60865
KEEZ-FM	Mankato, MN	21193
KFOR(AM)	Lincoln, NE	34436
KFRX(FM)	Lincoln, NE	57287
KGLO(AM)	Mason City, IA	30114
KIAI(FM)	Mason City, IA	30115
KIAQ(FM)	Clarion, IA	54641
KIBZ(FM)	Crete, NE	640

CALL SIGN	CITY OF LICENSE	FACILITY ID
KIXX(FM)	Watertown, SD	60861
KJAM(AM)	Madison, SD	39580
KJAM-FM	Madison, SD	39578
KJJQ(AM)	Volga, SD	9677
KJSK(AM)	Columbus, NE	26628
KKEZ(FM)	Fort Dodge, IA	35892
KKOT(FM)	Columbus, NE	28149
KKQQ(FM)	Volga, SD	9663
KKSD(FM)	Milbank, SD	63598
KLGR(AM)	Redwood Falls, MN	9680
KLGR-FM	Redwood Falls, MN	9654
KLIR(FM)	Columbus, NE	26627
KLMS(AM)	Lincoln, NE	54708
KLQL(FM)	Luverne, MN	39260
KLSS-FM	Mason City, IA	47094
KMKO-FM	Lake Crystal, MN	164294
KQAD(AM)	Luverne, MN	39259
KRBI-FM	St. Peter, MN	31873
KRIB(AM)	Mason City, IA	47095
KSDR(AM)	Watertown, SD	20432
KSDR-FM	Watertown, SD	20433
KTGL(FM)	Beatrice, NE	53141
KTLB(FM)	Twin Lakes, IA	28657
KTTT(AM)	Columbus, NE	28148
KVFD(AM)	Fort Dodge, IA	60862
KWAT(AM)	Watertown, SD	60856
KWMT(AM)	Fort Dodge, IA	35891
KXFT(FM)	Manson, IA	162477
KYSM-FM	Mankato, MN	20400
KYTC(FM)	Northwood, IA	49798
KZEN(FM)	Central City, NE	50733
KZKX(FM)	Seward, NE	53143
KZLB(FM)	Fort Dodge, IA	60859

Alpha Media LLC currently programs the following station pursuant to a time brokerage agreement:

CALL SIGN	CITY OF LICENSE	FACILITY ID
WJXN-FM	Utica, MS	72818

Waiver Exhibit

Please see Description of Transaction exhibit.

TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement ("Agreement") is entered into as of this 1st day of January, 2018 by and between Alpha Media LLC (hereinafter "Broker") and Flinn Broadcasting Corporation (hereinafter "Licensee").

WHEREAS, Licensee has the right to operate WJXN-FM, Utica, Mississippi (Facility ID #72818) (hereinafter "Station") under licenses and construction permits (collectively, the "FCC Licenses") granted thereto by the Federal Communications Commission (the "FCC"); and

WHEREAS, Broker desires to provide programming on the Station and to sell advertising time for inclusion in said programming; and

WHEREAS, Licensee is prepared to make time available on the Station to Broker for the broadcast of programming and the sale of advertising time for inclusion in said programming, all in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. **Facilities.** Beginning on the Commencement Date, as hereinafter defined, Licensee shall make the Station's broadcasting transmission facilities available to Broker for 168 hours per week (less any time adjustments which may be permitted under this Agreement) and shall broadcast on the Station, or cause to be broadcast on the Station, Broker's programs which may originate either from Broker's studios or from the Licensee's studios. In the event that Broker's programs originate from Broker's studios, Broker shall either (a) reimburse Licensee for all commercially reasonable

equipment and engineering costs (including frequency analyses) incurred by Licensee in providing a link from Broker's studios to Licensee's broadcast facilities or (b) provide the link to Licensee's broadcast facilities.

2. Payments.

(a) Except as otherwise provided in this Agreement, during the Term of this Agreement, as hereinafter defined, Broker shall pay Licensee, on the first day of each month, a monthly fee (the "Fee") as follows:

<u>Time Period</u>	<u>Monthly Fee</u>
Months 1-12	
Months 13-24	
Months 25-36	
Months 37-48	
Months 49-60	

(b) In addition to the monthly Fee payments, Broker shall reimburse Licensee for commercially reasonable operating expenses incurred by Licensee in operating the Station, which consist of the following:

<u>Expense Item</u>	<u>Monthly Reimbursement</u>
Studio Site Lease	Actual cost (applicable only if Licensee's facilities are used by Broker)
Employees	Actual cost (if required by FCC rules)
Contract Engineer	\$ for Months 1-6; Broker responsible for direct payment of engineer for the remainder of the TBA
Telephone at Transmitter	50% of actual cost
Telephone at Studio	50% of actual cost
Power Bill at Transmitter Site	50% of total bill at the transmitter site (Broker contribution capped at \$ per month)

YST

ASCAP, SESAC, BMI, streaming
fees and all other copyright fees

Broker responsible for direct
payment

Licensee shall invoice Broker, on a monthly basis, for payments due under Paragraph 2(b) and Broker shall make payments so invoiced (and not disputed) to Licensee within ten (10) business days after receipt of such invoice. Payments for any partial period shall be reduced pro rata.

3. **Term.** The term of this Agreement (the "Term") shall commence on January 1, 2018 (the "Commencement Date") and shall expire five (5) years thereafter, unless earlier terminated in accordance with the terms hereof.

4. **Programs.** Broker shall furnish or cause to be furnished the personnel and materials for its programming to be broadcast on the Station which shall be in accordance with the rules, regulations and policies of the FCC and the Communications Act of 1934, as amended (the "Act"). Broker shall make available to Licensee its programming during a sufficient number of hours to enable the Station to meet the minimum hours of operation required under the FCC's rules. All advertising messages and promotional material or announcements shall comply in all material respects with all applicable federal, state and local laws, regulations and policies and shall be in accordance with the rules, regulations and policies of the FCC. Notwithstanding anything in this Agreement to the contrary, Licensee may broadcast such public affairs and non-entertainment programming as it deems necessary to meet the needs of the residents of Utica, Mississippi and the surrounding area, consisting of up to 2 hours per week (or other such period of time as the Commission may establish for Time Brokerage Agreements of this type) to be aired on Sunday mornings or at other times to

be agreed upon by Licensee and Broker.

5. **Station Facilities.**

(a) The Station will operate throughout the Term of this Agreement in accordance with the FCC Licenses for the Station. Any routine or non-emergency maintenance work affecting the operation of the Station at full power shall be scheduled with at least forty-eight (48) hours prior notice to the Broker and performed between 10:00 p.m. and 5:00 a.m. C.S.T.

(b) If the Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, Licensee shall immediately notify Broker and shall undertake, at his own expense, such repairs as are commercially reasonable to restore full-time operation of the Station with its maximum authorized facilities at the earliest practicable time.

6. **Public File.** Licensee shall retain sole responsibility for the Station's compliance with the Act and the FCC's rules and policies, including those regarding the maintenance of the public inspection file. Licensee shall also be responsible for handling mail, emails and telephone calls received in connection with programs broadcast hereunder and with Station operations in general. Broker shall coordinate with Licensee to ensure that such correspondence and contact is timely forwarded to Licensee.

7. **Programming and the Public Interest.** The programming provided by Broker shall consist of such materials as are determined by Broker to be appropriate and/or in the public interest including, without limitation, such public affairs, public

service announcements, music, news, weather reports, sports, promotional material, commercials and advertising as Broker shall determine in the exercise of its reasonable discretion. Licensee shall have the full and unrestricted right to preempt and not broadcast any material contained in any part of Broker's programming which it regards as being unsuitable for broadcast or the broadcast of material which it believes, in its sole discretion, would be contrary to the public interest; provided, however, that Licensee shall exercise such rights in good faith and not for purposes of commercial advantage. In the event of any preemption, Licensee shall make a pro-rata adjustment to the monthly Fee payments required of Broker pursuant to Paragraph 2 hereinabove or, at Broker's option, to pay Broker all revenues received by Licensee from the sale or use of the broadcast time not made available to Broker. Licensee acknowledges that it is familiar with the type of programming Broker currently produces or licenses and has determined that the broadcast of such programming on the Station would serve the public interest.

8. **Responsibility for Employees and Expenses.** Broker shall employ and be responsible for the salaries, commissions, taxes, insurance and all other related costs for all personnel involved in the production, broadcast and sale of its programming and commercial messages, including, but not limited to, on-air personalities, engineering personnel, salespersons and traffic personnel (including a manager who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting or other relationship with Broker; and a second employee who will report and be solely accountable to the manager, but only as long as such

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employees are required by the FCC). Broker shall be responsible for delivering the programming and/or the broadcast signal to Licensee's Station. Licensee agrees to be responsible for all Station personnel necessary for the broadcast transmission of Broker's programming and agrees to be solely responsible for the salaries, taxes, insurance and related costs for the Station and all Station personnel it employs to ensure the broadcast transmission of Broker's programs (i.e., subject to reimbursement by Broker as set forth in Paragraph 2 hereinabove). Broker shall be fully responsible for the supervision and direction of its employees and Licensee shall be fully responsible for the supervision and direction of its employees. Broker shall be solely responsible for payment of all expenses associated with program production, including telephone costs and any copyright/performing rights fees (including, but not limited to, ASCAP, BMI and SESAC) attributable to its programming broadcast on the Station pursuant to this Agreement.

9. **Advertising and Programming Revenues.** Except as otherwise provided herein, Broker shall retain all revenue from (a) the sale of its advertising or program time on the programs it delivers to the Station or from promotions aired on such programs and (b) any other revenue generated by Broker with respect to the Station.

10. **Operation of Station.** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall have ultimate authority and power over the operation of the Station during the Term of this Agreement. Licensee shall retain control over the policies, programming and operations of the Station, including, without limitation (a) the right to decide whether to accept or reject any programming or advertisements, (b) the right to preempt any programs not in the public interest or in order to broadcast a

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program deemed by the Licensee to be of greater national, regional or local interest and (c) the right to take any other actions necessary for compliance with federal, state and local laws; the Act and the rules, regulations and policies of the FCC (including the prohibition on unauthorized transfers of control); and, the rules, regulations and policies of other federal government entities, including the Federal Trade Commission and the Department of Justice. Licensee shall at all times be solely responsible for meeting all of the FCC's requirements with respect to public service programming, for ascertaining the needs and interests of his service area and community of license, maintaining the political and public inspection files and the Station logs, and for the preparation of the quarterly issues/programs lists. Licensee shall also retain the right to interrupt Broker's programming in the case of an emergency (at no cost to Licensee, unless said preemption shall last for more than 30 minutes, in which event Licensee shall make a pro-rata adjustment to the monthly Fee payments required of Broker pursuant to Paragraph 2 hereinabove or, at Broker's option, shall pay Broker all revenues received by Licensee from the sale or use of the broadcast time not made available to Broker).

Broker shall, upon request by Licensee, provide Licensee with information regarding those programs of Broker which are responsive to the community's needs and interests, so as to assist Licensee in the preparation of its required programming reports, and will provide upon reasonable request such other records and reports required by the FCC or other local, state or federal government entities.

11. **Station Identification.** Licensee, in coordination with Broker, shall be responsible for broadcast of Station identification announcements as required by FCC rules and regulations.

12. **Special Events.** Licensee reserves the right, in its sole discretion, to preempt the broadcast of Broker's programming for broadcast of special programs of public importance. In all such cases, Licensee shall use its best efforts to give Broker at least 48 hours prior notice of its intention to preempt Broker's programming and, in the event of such preemption, Licensee shall make a pro-rata adjustment to the monthly payments required of Broker pursuant to Paragraph 2 hereinabove or, at Broker's option, shall pay Broker all revenues received by Licensee from the sale or use of the broadcast time not made available to Broker.

13. **Political Advertising.** Broker shall cooperate with Licensee in Licensee's effort to comply with equal time and reasonable access requirements under the Act and FCC rules and policies for political advertising. Broker shall supply such reasonable information promptly to Licensee as may be necessary to comply with the lowest unit charge requirements of federal law. To the extent that Licensee believes it necessary (and in Licensee's sole discretion), Broker shall release advertising availabilities to Licensee to permit it to comply with his reasonable access and equal time obligation under Section 315 of the Act, and the rules and regulations of the FCC; provided, however, that all revenues realized by Licensee as a result of such a release of advertising time shall promptly be remitted to Broker. In any event, with respect to the Station, Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC.

14. **Licensee's Representations, Covenants and Warranties.** Licensee hereby represents, covenants and warrants to Broker that, upon execution and during



the Term of this Agreement:

(a) Licensee has full power and authority to enter into and carry out this Agreement.

(b) All FCC authorizations necessary for the operation of the Station as currently conducted are held by the Licensee, are in full force and effect, and will continue to be held by Licensee (or its permitted assigns) and maintained in full force and effect during the Term.

(c) The Station will be operated in conformity with applicable local, state and federal laws, rules and regulations, including, without limitation, the Act, and the rules and regulations of the FCC.

(d) The transmitting facilities of the Station will be maintained in accordance with all applicable FCC rules and regulations and will comply with all requirements set forth in its FCC Licenses. The Station shall be operated in such a fashion so as to transmit (except at such time where reduction of power is required for routine or emergency maintenance activities) at the Station's maximum authorized transmitter power.

(e) If the FCC designates an oral evidentiary hearing with respect to the revocation or renewal of any authorization held by the Licensee for the operation of the Station, Licensee shall be responsible for any expenses incurred by Licensee as a consequence of the FCC proceeding; provided, that Broker shall, at its reasonable expense, cooperate and comply with any reasonable request of Licensee to assemble and provide to the FCC information relating to Broker's performance under this Agreement. Nothing in this section shall be construed as barring any cause of action by Licensee against Broker which may arise from such hearing or proceeding.

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15. **Broker's Representations, Covenants and Warranties.** Broker

hereby represents, covenants and warrants to Licensee that, upon execution and during the Term of this Agreement:

(a) Broker has full power and authority to enter into and carry out this Agreement.

(b) If the FCC designates an oral evidentiary hearing with respect to Broker, its programming or any matter materially related to Broker's actions with respect to this Agreement, Broker shall be responsible for any expenses incurred by Broker as a consequence of the FCC proceeding; provided, that Licensee shall, at its expense, cooperate and comply with any reasonable request of Broker to assemble and provide to the FCC information relating to Licensee's performance under this Agreement. Nothing in this section shall be construed as barring any cause of action by Broker against Licensee which may arise from such hearing or proceeding.

16. **Force Majeure.** Any failure or impairment of facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, or to fulfill any other obligation hereunder due to causes beyond the control of Licensee or Broker, as the case may be (in each case a "Force Majeure") shall not constitute a breach of this Agreement and the party affected will not be liable to the other party, except to the extent of allowing in each such case an appropriate programming time or payment credit for time not provided based upon a pro-rata adjustment to amounts due as specified in Paragraph 2 above, calculated upon the length of time during which the failure or impairment exists or continues. The party affected by the Force Majeure shall take all commercially reasonable actions to

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eliminate the Force Majeure at the earliest practicable time.

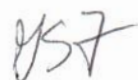
17. **Right to Use the Programs.** The right to use the programs and to authorize their use in any manner and in any media whatsoever shall be, and remain, vested in Broker.

18. **Payola.** Broker will not accept any consideration, compensation or gift or gratuity of any kind whatsoever, regardless of its value or form, including but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services of labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Broker and merchants and advertisers, except in accordance with the Act and FCC rules and policies. Broker shall annually, or more frequently at the reasonable request of Licensee, execute and provide Licensee with a Payola Affidavit to certify Broker's compliance with this section.

19. **Compliance with Law.** Throughout the Term of this Agreement, Broker shall comply in all material respects with all laws, rules, regulations and policies applicable to the operations of the Station, and Broker acknowledges that Licensee has not urged, counseled or advised the use of any unfair business practice.

20. **Indemnification.**

(a) Broker shall indemnify and hold Licensee (which, for purposes of this section, includes its officers, employees and agents) harmless against all liabilities and costs incurred by Licensee (including reasonable attorneys' fees) (collectively, "Damages") for (i) libel, slander, unfair competition or trade practices, infringement of trademarks, trade names or program titles, violation of rights of privacy and infringements of copyrights and proprietary rights resulting from the Station's broadcast of programming furnished



by Broker and (ii) Broker's breach of any representation, warranty, covenant or other obligation of Broker's under this Agreement. Broker's obligation to hold Licensee harmless against Damages shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation. Notwithstanding the foregoing, Broker shall have no obligation to indemnify and hold Licensee harmless for any Damages which are the result of Licensee's own negligence.

(b) Licensee shall indemnify and hold Broker (which, for purposes of this section, includes its member, officers, employees and agents) harmless against all Damages for (i) libel, slander, unfair competition or trade practices, infringement of trademarks, trade names or program titles, violation of rights of privacy and infringements of copyrights and proprietary rights resulting from the broadcast of programming furnished by Licensee and (ii) Licensee's breach of any representation, warranty, covenant or other obligation of Licensee under this Agreement. Licensee's obligation to indemnify and hold Broker harmless against Damages shall survive any termination of this Agreement until the expiration of all applicable statutes of limitation. Notwithstanding the foregoing, Licensee shall have no obligation to indemnify and hold Broker harmless for any Damages which are the result of Broker's own negligence.

(c) Each party shall maintain appropriate insurance policies, commensurate with standard broadcast practices, to cover such party's indemnification obligations hereunder, and either party, upon request, shall provide the other party with evidence of such liability insurance coverage.

(d) The indemnifying party under this section shall have the right to conduct and

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control, through counsel of that party's own choosing, any third-party claim, action, or suit at the indemnifying party's sole cost and expense, but the indemnified party may, at the indemnified party's election, participate in the defense of any such claim, action, or suit at that party's sole cost and expense: provided, that if the indemnifying party shall fail to defend any such claim, action, or suit, then the indemnified party may defend, through counsel of that party's own choosing, such claim, action, or suit and settle such claim, action, or suit, and recover from the indemnifying party the amount of such settlement or of any judgment and the costs and expenses of such defense; and provided further, that the indemnifying party shall be given at least (15) days prior notice of the terms of any proposed settlement thereof so that the indemnifying party may then undertake and/or resume the defense against the claim. The indemnifying party shall not compromise or settle any third-party claim, action, or suit without the prior written consent of the indemnified party, which consent will not be unreasonably withheld, conditioned or delayed; provided, that the indemnified party shall be obligated to provide its consent if such compromise or settlement includes (a) a release for the indemnified party of all liability with respect to the matter being compromised or settled, (b) a reimbursement of the indemnified party for all Damages incurred in conjunction with the aforesaid claim, action, or suit, and (c) a provision which denies any liability for the claim.

21. **Events of Default; Cure Periods and Remedies.**

(a) Each of the following events or circumstances shall, after the expiration of any applicable cure periods, constitute an Event of Default:

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(i) Broker fails to comply with any provision hereof for the payment of the monthly Fee. All monies due Licensee which are more than ten (10) days late shall bear interest at an annual rate of 15% until such sums are paid.

(ii) Broker fails to comply with any provision hereof for the payment of Licensee's reimbursable expenses;

(iii) Either party defaults in the material observance or performance of any covenant, condition or agreement contained herein, or if either party (a) shall make a general assignment for the benefit of creditors or (b) files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within sixty (60) days thereof.

(iv) If either party materially breaches any representation or warranty herein or in any certificate or document furnished by either party to the other pursuant to the provisions hereof, or any such representation or warranty shall prove to have been or have become false or misleading in any material respect as of the time made or furnished or at any time thereafter.

(b) **Cure Periods**. An Event of Default shall not be deemed to have occurred until five (5) business days for any failure to make a payment when due and ten (10) business days for any other matter, in each case after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the action necessary to cure the Default within such period.

(c) **Termination Upon Default**. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement upon notice to the other party; provided, that the terminating party is not also subject to a continuing Event of Default hereunder (before, during, or after the provision of any notice from the other party).

22. **Termination for Circumstances Other than Event of Default**. In addition

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to termination by an Event of Default, this Agreement may be terminated by either party under any one of the following circumstances:

(a) by the mutual consent of the parties reflected in a document executed by both parties;

(b) by either party, upon the consummation of the sale of the Station to Broker or to any third party as permitted herein; or

(c) by either party, if the FCC issues an order which has become effective and which requires the termination of this Agreement or the modification of any term that would deprive either party of a material benefit to which such party is otherwise entitled under this Agreement; provided, that, in the event of such action by the FCC, Broker, at its option, may seek administrative or judicial relief from such order(s) (in which event the Licensee shall cooperate with Broker, but Broker shall be responsible for reasonable legal fees and costs incurred in connection with such proceedings).

23. Liabilities Upon Termination. If this Agreement is terminated in accordance with its provisions and subject to whatever rights of indemnification to which a party is entitled hereunder:

(a) Licensee shall be under no further obligation to make available to Broker any further broadcast time on the Station, and Broker shall be under no further obligation to make payments hereunder (other than to the extent accrued prior to the termination).

(b) During the Term of this Agreement, Broker shall be responsible for all debts and obligations of Broker to third parties based upon the purchase of air time and use of Licensee's transmission facilities, including, without limitation, accounts payable,

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barter agreements and unaired advertisements, but not for Licensee's federal, state and local income and business franchise tax liabilities or taxes levied upon Licensee's real estate or personal property. Any and all tax obligations with respect to the Licensee's employees are the responsibility of the Licensee, and any and all tax obligations with respect to the employees of Broker are the responsibility of Broker. Broker shall be entitled to all accounts receivable which are due and payable from third parties in connection with the broadcast of Broker's programming under this Agreement. Broker shall be responsible for collecting said accounts receivable, and Licensee shall take no action to hinder or inhibit such collection.

24. **Representations and Warranties.**

(a) **Mutual Representations and Warranties.** Licensee and Broker each represent and warrant to the other that they are legally qualified, empowered and able to enter into this Agreement, and that the execution, delivery and performance hereof does not and shall not, with the passage of time or the provision of notice or both, constitute a breach or violation of any law, ordinance, statute, government regulation, agreement, contract or other obligation to which either party is subject or by which it is bound.

(b) **Filings.** Licensee hereby represents, warrants and covenants to Broker that (a) all reports and applications required to be filed with the FCC (including Ownership Reports and renewal applications) or any other government entity, department or body with respect to the Station have been, and in the future will be, prepared and filed by Licensee in a timely manner and are and will be true and complete and accurately

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present the information contained and required thereby and (b) all such reports and documents, to the extent required to be kept in the public inspection files of the Station, are and will be kept in such files. Licensee will be responsible for all such filings, and Broker will cooperate in furnishing appropriate information to Licensee in connection therewith.

(c) **Facilities**. Licensee shall maintain the Station's facilities, shall comply in all material respects with the Station's FCC Licenses to ensure that the Station operates with the maximum facilities authorized by its FCC Licenses, and shall be responsible for ensuring that those Station facilities are operated, in all material respects, in accordance with good engineering standards necessary to deliver a high quality technical signal to the area served by the Station in accordance with all applicable laws and regulations (including the requirements of the Act and the rules, regulations, policies and procedures of the FCC promulgated thereunder). Licensee shall provide Broker access to and the use of Licensee's studio and office facilities for the Station as is reasonably necessary for Broker to exercise its rights and perform its obligations under this Agreement.

(d) **Emergency Alert System**. Licensee shall maintain appropriate Emergency Alert System receivers, tone generators and such other equipment as may be required to conform to FCC rules and regulations.

25. **Miscellaneous Provisions**.

(a) **Confidentiality**. Unless required by applicable law, neither party hereto shall disclose or divulge to any third party any information provided by the other party, including information relating to corporate, financial or advertising matters; provided,

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that the foregoing prohibition shall not apply to information that is already in the public domain.

(b) **Use of Trademarks.** Licensee shall have no right to use Broker's trademarks, trade names, service marks, copyrighted format, logos, positioning statements or slogans during the Term of this Agreement or after its termination.

(c) **Accounts Receivable Upon Termination.** Upon termination of this Agreement, Broker shall retain all accounts receivable from the sale of time on the Station during the Term of this Agreement, and Licensee will do nothing to inhibit or hinder collection of said accounts receivable. Licensee shall promptly pay to Broker any accounts receivable it receives that is attributable to Broker's sale of time on the Station.

(d) **Right of First Refusal.**

(i) During the Term of this Agreement, Broker shall have a right of first refusal to purchase the Station and its assets (including FCC authorizations) (the "Station Assets"), owned or held by Licensee and used or useful in the operation of the Station in the event that Licensee, in its sole discretion, receives a written bona fide third-party offer and elects to sell said Station Assets in accordance with such offer. Broker's right of first refusal must be exercised in writing within fifteen (15) days of Broker's receipt of Licensee's notification in writing to Broker that Licensee intends to sell the Station Assets to the bona fide third-party purchaser.

(ii) Any notification from Licensee to Broker under this subsection shall identify the proposed purchaser and describe all material terms of the bona fide third-party purchaser's offer, including without limitation, price, timing and form of consideration, and shall include a copy of the term sheet, letter of intent or other offering document related thereto. In the event that Broker elects within the designated period to exercise its right of first refusal, Broker's written notice to Licensee shall indicate Broker's intent to match all material terms of the third-party purchase. Upon notification of Broker's exercise of its right of first refusal, the parties shall cooperate with each other to execute a definitive Asset Purchase Agreement within thirty (30) days after Licensee's receipt of such notification, with such Asset Purchase Agreement to include terms and conditions standard in such agreements.

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(iii) In the sole event that the proposed sale of the Station Assets is part of a group sale of other properties owned by Licensee (or in which Licensee or principal George S. Flinn, Jr. has a partial ownership interest), Licensee shall so notify Broker and the parties shall obtain three appraisals of the value of the Station Assets, the cost of such appraisals to be split equally between the parties. Each party shall select one appraiser and those appraisers shall mutually select the third. If the value arrived at in the *highest* appraisal is no more than 25% higher than the *lowest* appraisal (e.g., the lowest appraisal is \$1,000,000 and the highest appraisal is \$1,250,000 or less), then all three appraisals shall be averaged and the average price shall be considered the Station's value. If the value arrived at in the *highest* appraisal is more than 25% higher than the *lowest* appraisal (e.g., the lowest appraisal is \$1,000,000 and the highest appraisal is \$1,250,000 or more), the *middle* appraisal shall be considered the Station's value. Once the parties have acknowledged the value as established thereby, Broker shall have fifteen (15) days in which to notify Licensee that it has exercised its right to buy the Station Assets. The value established thereby shall be the "all-cash" price that Broker will be required to pay Licensee for the Station Assets if Broker so exercises its right. Such sale shall be pursuant to an Asset Purchase Agreement negotiated in accordance with this Agreement, without regard to any terms or conditions which may be included in the group sale.

(iv) Any transfer or assignment of the FCC licenses and Station Assets by Licensee that may be approved pursuant to FCC Form 316 will not trigger Broker's right of first refusal hereunder and will not require the consent of Broker.

(v) In the event that Broker does not purchase the Station consistent with this Section 25(d), and the Station is sold to the above-referenced third-party purchaser, this Agreement may be terminated by either party effective as of the closing date of the sale.

26. **Notices.** Any notice, request, demand, waiver, consent and other communication required or permitted hereunder shall be deemed given as of the date received if sent by overnight courier (charges prepaid) or effectuated by personal delivery to the appropriate party at the following address:

If to Licensee:

Flinn Broadcasting Corporation
Attn: George S. Flinn, Jr., President
6080 Mount Moriah Ext.
Memphis, TN 38115

If to Broker:

Alpha Media LLC
1900 Pineview Drive
Columbia, SC 29209
Attn: Bill McElveen, EVP, Eastern Region

With copy to:

Alpha Media LLC
1211 SW Fifth Avenue
#750
Portland, Oregon 97204
Attn: Larry Wilson, Chairman
Attn: Donna Heffner, Chief Strategy Officer

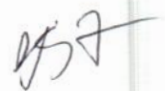
With copy (which shall not constitute notice) to:

Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006
Attn: Kathleen A. Kirby

This notice provision does not pertain to any payments required to be made hereunder. The date of actual receipt by Licensee of the payment(s) in question (i.e., as opposed to the date of mailing) shall be controlling. Either party may change its address for notice purposes by providing written notice in accordance with this Section.

27. **Waiver**. No waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the party charged with a waiver. In no event shall the parties' dealings or a party's failure to timely exercise any right hereunder constitute a waiver.

28. **Construction**. This Agreement shall be construed in accordance with the laws of the State of Delaware, except for the choice of law rules utilized in that State, and the obligations of the parties hereto are subject to all federal, state and local laws



and regulations now or hereafter in force and to the rules and policies of the FCC and all other government entities or authorities presently or hereafter to be constituted. This Agreement is the product of negotiation and preparation by and between the parties, and their respective attorneys. Accordingly, the parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another (or the attorneys for one party or another) and shall be construed accordingly.

29. **Headings**. The headings contained in this Agreement are included for convenience only, and no heading shall in any way alter the meaning of any provision.

30. **Assignment**. Except in accordance with this Agreement, neither party may assign its rights and obligations under this Agreement without the written approval of the other party, such approval not to be unreasonably withheld, conditioned or delayed.

31. **Counterpart Signature**. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart.

32. **Attorney's Fees**. In any action, at law or in equity, arising out of or in connection with this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable costs and expenses incurred thereby, including reasonable attorney's fees.

33. **Entire Agreement**. This Agreement supersedes any and all prior and contemporaneous agreements and understandings between the parties and contains all the terms agreed upon with respect to the subject matter hereof. This Agreement may not be amended except by a document executed by the parties.

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34. **No Partnership or Joint Venture Created.** Nothing in this Agreement shall be construed to make Licensee and Broker partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.

35. **Severability.** In the event any provision contained in this Agreement is held to be invalid, illegal or unenforceable by any court or governmental authority of competent jurisdiction, such holding shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

36. **Legal Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, personal representatives, successors and permitted assigns.

37. **Specific Performance.** Notwithstanding anything to the contrary in this Agreement, either party may enforce its rights hereunder by obtaining specific performance or other injunctive relief from a court of competent jurisdiction without posting bond or other surety. In the event either party seeks specific performance or other injunctive relief for the other party's non-monetary obligations hereunder, the other party shall waive the defense that the moving party has an adequate remedy at law.

38. **Licensee's Certification Regarding Operations.** Licensee hereby certifies, pursuant to Section 73.3555 of the FCC's rules, that Licensee shall retain ultimate control over the Station's programming, personnel and finances.

39. **Broker's Certification Regarding Multiple Ownership.** Broker hereby certifies that its provision of programming for the Station pursuant to this Agreement is in compliance with Section 73.3555(b), (c) and (d) of the FCC's rules.



40. **Nondiscrimination**. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Broker shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Broker shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date set forth hereinabove.

FLINN BROADCASTING CORPORATION

Date: 1/2/18

By: George S. Flinn, Jr.
George S. Flinn, Jr., President

ALPHA MEDIA LLC

Date: 1/3/18

By: William L. McElveen
William L. McElveen- EVP Eastern Region

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