

LICENSE EXCHANGE AGREEMENT

This Agreement, effective April 25, 2023, is between SOUTH LANE TELEVISION, INC., an Oregon non-profit corporation, herein referred to as "SLTV" and CHANNEL 18 LLC, an Oregon Limited Liability Company, hereinafter referred to as "CH 18 LLC". SLTV and CH 18 LLC may hereinafter be referred to individually as "Party" and collectively as "the Parties".

RECITALS:

A. SLTV holds a Federal Communications Commission ("FCC") license to rebroadcast television signals on translator Channel K18LR-D to Cottage Grove, Oregon and the surrounding area, transmitting from Hansen Butte located southeast of Cottage Grove.

B. CH 18 LLC recently purchased low-power television ("LPTV") station KHWB, including an FCC license to broadcast television signals on LPTV Channel KHWB-LD to the Eugene and Springfield, Oregon area, transmitting from Coburg Ridge, located northeast of Springfield.

C. CH 18 LLC is desirous of obtaining the FCC license for Channel K18LR-D and relocating its place of transmission to Blanton Heights, south of Eugene.

D. As partial consideration for the Channel K18LR-D license, SLTV is desirous of obtaining the FCC license for Channel KHWB-LD and relocating its place of transmission to Hansen Butte.

NOW THEREFORE, in consideration of the terms, covenants, and conditions herein contained and the foregoing recitals which are incorporated herein and made a part of this agreement, SLTV and CH 18 LLC agree as follows:

AGREEMENTS:

1. CONDITIONS PRECEDENT: Prior to either Party obtaining any of the rights and incurring any of further obligations set forth hereinafter, CH 18 LLC shall, at its sole cost and expense, procure an engineering study to determine:

a. That the exchange of FCC licenses contemplated by this agreement constitutes a minor change and will be approved by the FCC; and

b. The necessary transmission power required for SLTV to provide coverage of the KHWB-LD viewing area required by the FCC.

2. SLTV OBLIGATIONS. Subject to the results of the above-described engineering study being satisfactory to SLTV, SLTV agrees to execute all documents necessary to effectuate the purposes of this agreement.

3. CH 18 LLC OBLIGATIONS. Subject to the provisions of paragraph 1. and the results of the engineering study described therein being satisfactory to CH 18 LLC, CH 18 LLC agrees to do the following:

- a. Execute all documents necessary to effectuate the purposes of this agreement.
- b. File the required FCC applications for the assignment of K18LR-D to CH 18 LLC and the assignment of KHQB-LD to SLTV.
- c. Upon the filing of the FCC assignment applications take all necessary steps to provide such legal notice concerning the filings as is required by the FCC Rules.
- d. Obtain consent from the FCC granting approval of the assignments of the FCC licenses described above, relocation of the place of transmission for each license, and a Construction Permit not subject to rehearing, reconsideration or review of the FCC, or a request for stay, appeal or review by any court under the Communications Act of 1934, or the Rules and Regulations of the FCC.
- e. Reimburse SLTV, upon mutually agreeable terms and conditions to be set forth in a separate agreement between the Parties, for any and all of SLTV's costs and expense related to this agreement, including, but not limited to: (1) the cost of a transmitter powerful enough to provide the FCC required coverage of the KHQB-LD viewing area from Hansen Butter; and (2) the cost of modifying or replacing the combining filter to enable Channel KHQB-LD to replace K18LR-D.

4. REPRESENTATIONS AND WARRANTIES. SLTV and CH 18 LLC each represent and warrant to the other Party that it has a good right to assign their respective FCC license and said license is free and clear of all liens, encumbrances, and claims of all persons whomsoever.

5. DEFAULT PROVISIONS. In the event SLTV or CH 18 LLC fail to perform any of the terms and provisions of this agreement, SLTV or Ch 18 LLC shall, at their option, subject to the requirements of notice provided hereinafter, have the following rights:

- a. To specifically enforce the terms of this agreement by suit in equity;
- b. To terminate this agreement without further obligation to the defaulting Party;
- c. To exercise all remedies available at law or in equity under Oregon law.

SLTV or CH 18 LLC shall not be deemed in default for failure to perform any of the terms and conditions of this agreement until notice of said default has been given to the other Party and said Party shall have failed to remedy such default within thirty (30) days after the giving of said notice.

6. TERMINATION OF AGREEMENT. Notwithstanding any of the foregoing, in the event the engineering study described in paragraph 1. is deemed unsatisfactory to either Party, said party, in their sole discretion may terminate this agreement, without further obligation, by providing the other Party notice within thirty (30) days following receipt of said engineering study.

7. NOTICE: If any notice is required to be given to either Party according to the terms of this agreement, it shall be sent by certified mail, postage paid, to the respective Party at the address shown below. Receipt of such notice shall be presumed 48 hours after the mailing thereof. The place to which notice is to be sent may be changed by giving notice in accordance with this paragraph. Any notice to SLTV shall be mailed to:

SOUTH LANE TELEVISION, INC.
P.O. Box 301
Cottage Grove, OR 97424

Any notice to CH 18 LLC shall be mailed to the following address:

CHANNEL 18 LLC
1490 Jason Lee Avenue
Cottage Grove, OR 97424

SLTV or CH 18 LLC shall provide written notification to the other Party of any change in its address within fifteen (15) days after said change. Unless and until said written notification either Party shall be deemed in compliance with this paragraph when notice is sent to the other Party's last known address.

8. ENTIRE AGREEMENT: It is understood and agreed that no oral agreements, other than those reduced to writing in this agreement have been entered into, that this agreement constitutes the entire agreement between the Parties and that this agreement shall not be changed or modified unless the change appears in writing and is signed by both Parties.

IN WITNESS WHEREOF the Parties have executed this agreement on this 16TH day of May, 2023.

SLTV
South Lane Television, Inc.

By: 
Its: Executive Vice President

CH 18 LLC
Channel 18 LLC


Lloyd L. Williams, Member-Manager