

## **AGREEMENT**

THIS AGREEMENT (the "Agreement") is dated as of June \_\_, 2010, and is made by and between UNIVERSITY SYSTEM OF HIGHER EDUCATION ("University") and SOUTHERN NEVADA EDUCATIONAL BROADCASTERS ("SNEB").

WHEREAS, University is a public educational institution of the State of Nevada and SNEB is a trust organized under the laws of the State of Nevada;

WHEREAS, University is the licensee of KUNV(FM), Las Vegas, Nevada ("KUNV") and SNEB is the licensee of KVKL(FM), Las Vegas, Nevada ("KVKL");

WHEREAS, on February 4, 2010, SNEB filed a minor change application to modify the KVKL facilities – FCC File No. BPED-20100204ACO ("KVKL Mod").

WHEREAS, on February 8, 2010, University filed a minor change application to modify the KUNV facilities – FCC File No. BPED-20100208AAS, which was mutually exclusive to the KVKL Mod ("KUNV First Mod"), and University concurrently filed a Petition to Dismiss the KVKL Mod ("Petition");

WHEREAS, the KUNV First Mod was subsequently dismissed by the FCC on February 12, 2010 because it was filed during an FCC filing freeze, and University re-filed for the same facilities on March 1, 2010 – FCC File No. BPED-20100301ACD ("KUNV Second Mod"); and

WHEREAS, on February 17, 2010, SNEB filed an Opposition to Petition to Dismiss with the FCC ("Opposition") and subsequently, on February 19, 2010, University filed a Reply to Opposition to Petition to Dismiss with the FCC ("Reply").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, with regards to the applications and pleadings above, University and SNEB agree as follows:

1. University Dismissals. Within 5 days of execution of this Agreement, University shall (i) file a request for dismissal of its Petition and its Reply, with the FCC and (ii) file a request for withdrawal of the KUNV Second Mod, with the FCC. University agrees to diligently prosecute the withdrawal and dismissals set forth herein and shall not file any further petition, objection, application or rulemaking that will conflict with the KVKL Mod, prior to grant of the KVKL Mod.

2. SNEB Application. Upon FCC grant of a construction permit to build the KVKL Mod, University may file an application to modify the KUNV facilities identical to the KUNV Second Mod. SNEB acknowledges that in the KVKL Mod, SNEB agreed to accept interference from KUNV to its proposed KVKL facilities and SNEB hereby agrees that pursuant to FCC policy, once the KVKL Mod is granted, KVKL will accept, and will not object to, any interference received from a modification of KUNV's facilities authorized by the FCC.

3. Governing Law; Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Nevada, without giving effect to the conflicts of law provisions thereof.

4. Assignment. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

5. Proper Authority. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

UNIVERSITY SYSTEM OF HIGHER  
EDUCATION

By: \_\_\_\_\_  
Name:  
Title:

SOUTHERN NEVADA EDUCATIONAL  
BROADCASTERS

By: \_\_\_\_\_  
Name:  
Title: