

**AGREEMENT FOR RECIPROCAL ASSIGNMENT
OF CONSTRUCTION PERMITS**

This Agreement for Reciprocal Assignment of Construction Permits is made this ___ day of August, 2002 by and between Oregon Public Broadcasting (“OPB”) and the Tillicum Foundation (“Tillicum”).

WHEREAS, OPB has been granted a construction permit (File No. BPED-19990503MA) for a new noncommercial broadcast station to operate on Channel 208 (89.5 mHz) in Tillamook, Oregon (the “Channel 208 Permit”); and

WHEREAS, Tillicum has been granted a construction permit (File No. BPED-19980706MA) for a new noncommercial broadcast station to operate on Channel 216 (91.1 mHz) in Tillamook, Oregon (the “Channel 216 Permit”); and

WHEREAS, OPB and Tillicum have previously agreed to negotiate an exchange of the Channel 208 and Channel 216 Permits, See Attachment A;

NOW, THEREFORE, in consideration of the mutual covenants and representations contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, OPB and Tillicum agree as follows:

1. Within five (5) business days after the execution of this Agreement, OPB and Tillicum shall file applications with the Federal Communications Commission (“FCC”), that seek FCC consent to the assignment of the Channel 208 Permit from OPB to Tillicum and the assignment of the Channel 216 Permit from Tillicum to OPB.

2. The Parties shall close on the respective assignments within ten (10) business days after the issuance of FCC Orders granting FCC consent to the assignment of both the Channel 208 and Channel 216 Permits (or, if the assignment applications are not concurrently granted, within ten (10) business days of the grant of the second of the two assignment applications).
3. The Parties shall cooperate with each other in supplying information requested by the FCC or in responding to a petition to deny either assignment application, and shall use all commercially reasonable efforts to obtain an expeditious grant of both assignment applications.
4. This Agreement shall be construed under the laws of the State of Oregon.
5. The benefits conferred by this Agreement are unique, and monetary damages would be difficult or impossible to quantify. The Parties therefore stipulate that specific performance would be an appropriate remedy for a breach of this Agreement.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement on the date(s) indicated below:

OREGON PUBLIC BROADCASTING

August 13, 2002

By  _____
Jack Galmiche - EVP. COO
TILlicum FOUNDATION

August __, 2002

By _____

2. The Parties shall close on the respective assignments within ten (10) business days after the issuance of FCC Orders granting FCC consent to the assignment of both the Channel 208 and Channel 216 Permits (or, if the assignment applications are not concurrently granted, within ten (10) business days of the grant of the second of the two assignment applications).
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4. This Agreement shall be construed under the laws of the State of Oregon.
5. The benefits conferred by this Agreement are unique, and monetary damages would be difficult or impossible to quantify. The Parties therefore stipulate that specific performance would be an appropriate remedy for a breach of this Agreement.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement on the date(s) indicated below.

OREGON PUBLIC BROADCASTING

August 7, 2002

By _____

TILLICUM FOUNDATION

August 8, 2002

By  _____