



Public Television and Radio

Secretary
Federal Communications Commission
Washington, DC 20554
ATTN: LPTV/TV Translator Branch

Re: Surrender of Construction Permit for Minor Change
TV Translator Station W48AQ, Clarks Summit, PA (FIN: 49443)
FCC File No. BPTT-20000725ABH
FRN: 0003-2638-29

Dear FCC:

Northeastern Pennsylvania Educational Television Association hereby verifies that it desires to surrender the construction permit in FCC File No. BPTT-20000725ABH for a minor change to the licensed facility of TV Translator Station W48AQ, Clarks Summit, Pennsylvania. The construction permit specified Channel 24 under new call sign W24CT. Please note that the underlying license for Station W48AQ remains in full effect.

It was feared that interference from WNEP-DT Channel 47 would cause severe interference to this translator once WNEP-DT came on the air. Although there is some interference, we have determined it is acceptable and therefore we do not need to construct channel 24.

Respectfully submitted,

NORTHEASTERN PENNSYLVANIA
EDUCATIONAL TELEVISION ASSOCIATION

By:

A handwritten signature in black ink, appearing to read 'A. Kelly', written over a horizontal line.

A. William Kelly

Title: President and CEO

Date: March 22, 2004

AGREEMENT TO EXCHANGE LOW POWER CONSTRUCTION PERMITS

This agreement ("Agreement") is made as of the 22 day of March, 2004 by and between WOLF License Corporation ("WOLF"), a Delaware corporation located at c/o Pegasus Communications Management Company, 225 City Line Avenue, Bala Cynwyd, PA 19004 and Northeastern Pennsylvania Educational Television Association ("NPETA"), a Pennsylvania non-profit corporation located at 100 WVIA Way, Pittston, PA 18640.

WHEREAS, WOLF is the licensee of station W52CE, Sayre, Pennsylvania (FIN-52077), which has been issued a construction permit by the Federal Communications Commission ("FCC") (FCC File No. BPTVL-20010404ABQ) to operate on Channel 9 at Clarks Summit, Pennsylvania ("Channel 9 CP"); and

WHEREAS, NPETA is the licensee of W48AQ, Clarks Summit, Pennsylvania (FIN-49443), which has been issued a construction permit by the FCC (FCC File No. BPTT-2000725ABH) to operate on Channel 24 at Clarks Summit, Pennsylvania ("Channel 24 CP"); and

WHEREAS, NPETA agrees to surrender its construction permit for a minor modification of W48AQ authorizing the station to change channels to channel 24, and WOLF License Corp licensee of W52CE, Sayre, Pennsylvania, will seek a modification of W52CE in order to operate on Channel 24.

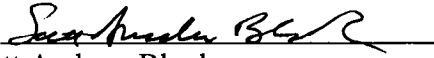
NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein contained, the parties hereby agree as follows:

1. WOLF and NPETA agree to file applications on the appropriate FCC forms seeking displacement from their respective licensed channels, such that WOLF will be able to operate W52CE on Channel 24, and NPETA will surrender its construction permit for W48AQ on Channel 24 and not object to WOLF's application to operate on Channel 24. Further, the parties agree to prepare and file such applications within 30 days of the date of this Agreement, and that those applications will mutually reference the other party's application and seek simultaneous processing as contingent applications. Both parties agree to execute such documents as may be necessary to file such applications, and to inform the FCC of the fact that such modifications are contingent on the simultaneous grant of both applications.
2. This Agreement is wholly contingent upon approval from the FCC of both applications referenced above. The parties shall in good faith cooperate with each other in connection with any actions required to be taken as part of their respective obligations under this Agreement, including the completion of any filings, reports, affidavits or other information that may be necessary, requested or required by the FCC in obtaining such approval. The parties shall also execute such other documents as may be necessary to the implementation and consummation of this Agreement.


3. Upon FCC approval of the transaction contemplated herein, WOLF shall pay NPETA Five Thousand (\$5,000) Dollars. In the event of an FCC Reversal, as discussed in Paragraph 4, WOLF shall be refunded this amount in full.
4. If the FCC shall issue an order reversing, denying, rescinding, staying, enjoining, setting aside, annulling or suspending one or both of the applications referenced above ("FCC Reversal"), then the parties shall have no further obligation or any liability to the other. The parties shall each be responsible for their own fees associated with obtaining FCC approval, provided, however that WOLF shall be responsible to pay each parties FCC filing fees. In addition, WOLF and NPETA agree that in the event of an FCC Reversal, each party shall indemnify and hold harmless the other, its affiliates and their respective officers, directors, partners and employees from and against any liabilities and obligations that may result as a result of not obtaining FCC approval, except for liabilities and obligations incurred in the ordinary course of business.
5. Other than FCC approval, no other consent, approval, permit, authorization or filing with any governmental or regulatory authority, or any third party is required to consummate this Agreement and the transactions contemplated hereunder.
6. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Either party may assign, sell or transfer its interest in and to this Agreement without the consent of the other.
7. Except as set forth herein, no financial consideration, reimbursement or other consideration has been paid or promised in connection with this Agreement. Furthermore, NPETA represents and warrants that its application for the Channel 24 CP was not filed for the purpose of reaching or carrying out this agreement.
8. This Agreement embodies the entire agreement between the parties relating to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless it is embodied in a written instrument signed by the parties. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument.
9. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law.

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

WOLF LICENSE CORPORATION

By: 
Scott Andrew Blank
Senior Vice President and General Counsel

NORTHEASTERN PENNSYLVANIA
EDUCATIONAL TELEVISION ASSOCIATION

By: 
Name: A. WILLIAM Kelly
Title: PRESIDENT & CEO