

ASSIGNMENT AGREEMENT

This Assignment Agreement is made and entered into as of the 3rd day of August, 2004, by and between Orchards Community Television Association, Inc., hereinafter "Assignor," and Washington State University, hereinafter "Assignee."

In making this assignment, the Assignor and Assignee affirmatively agree as follows:

1. Assignor agrees to transfer to Assignee the following certain property and legal rights (together, hereinafter the "Assets") associated with TV translator station K15CD, Lewiston, Idaho, Federal Communications Commission ("FCC") Facility Identification Number 50528 (the "Station") upon the terms set forth herein: all licenses, permits and authorizations issued by the FCC or other governmental entities for the operation of the Station (the "Licenses") and all records required by the FCC or other governmental entities to be maintained which relate to the operation of the station.
2. Assignor and Assignee will cause to be filed with the FCC the necessary FCC forms to assign the FCC Licenses of the Station to Assignee. Upon receipt of FCC consent to that assignment, and such consent becoming a Final Order as defined in Paragraph 6, Assignor will consummate this Agreement by delivering the Assets to Assignee on the Closing Date.
3. Assignor represents, warrants, and covenants as follows: (a) Assignor has full power and authority to transfer, assign, and convey the Assets being assigned, and to execute, deliver, and perform this Agreement; (b) Assignor is the authorized legal holder of the Assets and holds a valid authorization for the Station from the FCC that is necessary for Assignee to operate the Station; (c) on the Closing Date as defined in Paragraph 6, Assignor shall have clear title to, and ownership of, the Assets being assigned to Assignee under this Agreement.

4. Assignee represents, warrants, and covenants as follows: (a) Assignee has full power and authority necessary to own and operate the Station and to carry out the provisions of this Agreement; (b) Assignee is legally, financially and otherwise qualified to be the licensee of and acquire, own and operate the Station under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC.

5. Assignor and Assignee are aware that governmental approval is required for Assignee to assume control of the Assets assigned. Assignor and Assignee therefore each agree to provide their full cooperation and good faith in pursuing all steps necessary to obtain FCC consent to the assignment of the FCC Licenses to Assignee.

6. The parties understand that this assignment is contingent upon and subject to the FCC's order consenting to the assignment application identified in this Agreement, and upon the FCC order granting the application becoming a Final Order, unless waived by the Assignor. As used herein, the term "Final Order" means that such order is no longer subject to administrative or judicial review, and the time for reconsideration by the FCC has elapsed without any reconsideration or review initiated. The parties consent and agree that this assignment becomes null and void if the FCC consent, or any other required governmental consent, is withheld or does not become a Final Order within one year of the date of this Agreement. Under this condition, the parties will resume their positions as before the execution of this instrument.

7. The "Closing Date" shall be a date mutually agreed on by the parties within thirty (30) business days of the date the FCC order becomes a Final Order.

8. The consideration for the transfer of the Assets by Assignor to Assignee shall be Assignee's commitment to use the Station to preserve the highest quality public television programming for the Lewiston area.

9. Assignee will be responsible for the legal costs of preparing, filing and prosecuting the FCC assignment application for the Station, and for preparing this Assignment Agreement.

10. This Agreement represents the final agreement between the parties hereto regarding the subject matter hereof and supersedes any prior understandings or agreements between the parties hereto. No amendment to this Agreement shall be valid unless it is contained in a writing duly executed by both of the parties hereto.

11. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement. A facsimile of an original signature shall be deemed an original signature.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement effective as of the date first written above.

ASSIGNOR:

ORCHARDS COMMUNITY
TELEVISION ASSOCIATION, INC.

By: H. S. Yoshimura

Title: Pres.

Date: 9-3-04

ASSIGNEE:

WASHINGTON STATE UNIVERSITY

By: V. K. K. K. K.

Title: Associate VP, Business Affairs

Date: 8/3/04

Recommended by
Gary Dahmer 7128104
Director of Finance