

Federal Communications Commission Washington, D.C. 20554	Approved by OMB 3060-0075 (January 2001)	FOR FCC USE ONLY
FCC 345		
APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSEE OR PERMITEE, OR FOR ASSIGNMENT OF LICENSE OR PERMIT OF TV OR FM TRANSLATOR STATION OR LOW POWER TELEVISION STATION		FOR COMMISSION USE ONLY FILE NO.
Read INSTRUCTIONS Before Filling Out Form		

Section I - General Information

1. Legal Name of the Applicant MINNESOTA PUBLIC RADIO		
Mailing Address 45 EAST SEVENTH STREET		
City ST. PAUL	State or Country (if foreign address) MN	ZIP Code 55101 -
Telephone Number (include area code) 6512901259	E-Mail Address (if available) MGRAMLING@MPR.ORG	
Call Sign K280EF	Facility Identifier 42931	
2. Contact Representative (if other than Applicant) MITZI T. GRAMLING, ESQ.		Firm or Company Name MINNESOTA PUBLIC RADIO
Telephone Number (include area code) 6512901259		E-Mail Address (if available) MGRAMLING@MPR.ORG
3. If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input checked="" type="radio"/> Noncommercial Educational Licensee/Permittee <input type="radio"/> Other		
4. Were any of the authorizations that are the subject of this application obtained through the Commission's competitive bidding procedures (see 47 C.F.R. Sections 1.2111(a) and 73.5001)? <input checked="" type="radio"/> Yes <input type="radio"/> No If Yes, list pertinent authorizations in an Exhibit. [Exhibit 1]		

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section II - Assignor/Transferor

1. Certification. Licensee/permittee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets. <input checked="" type="radio"/> Yes <input type="radio"/> No	
2. Application for (check only one box for A and B): A. <input type="radio"/> Consent to Assign Construction Permit <input type="radio"/> Consent to Transfer Control of Permittee <input checked="" type="radio"/> Consent to Assign License <input type="radio"/> Consent to Transfer Control of Licensee <input type="radio"/> Amendment to pending application If an amendment, submit as an Exhibit a listing by Section and Question Number of the portions of the pending application that are [Exhibit 2]	

being revised.
 B. TV Translator Low Power TV Station FM Translator

3. Legal Name of the Assignor/Transferor
 MINNESOTA PUBLIC RADIO

Mailing Address
 45 EAST SEVENTH STREET

City SAINT PAUL	State or Country (if foreign address) MN	Zip Code 55101 -
	Telephone Number (include area code) 6512901259	E-Mail Address (if available) MGRAMLING@MPR.ORG

If more than one transferor, submit the information requested in question 1 for each transferor. [Exhibit 3]

4. Contact Representative (if other than assignee)
 MITZI GRAMLING, ESQ.

Firm or Company Name
 MINNESOTA PUBLIC RADIO

Telephone Number (include area code)
 6512901259

E-Mail Address (if available)
 MGRAMLING@MPR.ORG

5. Authorizations to be Assigned/Transferred. List call signs, locations and facility identifiers of all authorizations to be assigned/transferred. Include construction permits and file numbers. List main station authorizations and any FM and/or TV translator stations, LPTV stations, SCA, FM and/or TV booster stations, and associated auxiliary service stations.

[Enter Station Information]

List the authorized stations and construction permits to be assigned/transferred. Provide the Facility Identification Number and the Call Sign, or the Facility Identification Number and the File Number of the Construction Permit, and the location, for each station to be assigned/transferred. Include main stations, FM and/or TV translator stations, LPTV stations, SCA, FM and/or TV booster stations, and associated auxiliary service stations.

Facility ID Number	Call Sign or Construction Permit File Number	City	State
42931	K280EF-	AUSTIN	MN

6. Agreements for Sale/Transfer of Station. Licensee/permittee certifies that:

a. it has placed in its station records copies of all agreements for the sale/transfer of the station (s);

b. these documents embody the complete and final understanding between licensee/permittee and transferee; and

c. these agreements comply fully with the Commission's rules and policies.

Yes No

See Explanation in [Exhibit 4]

7. Character Issues. Licensee/permittee certifies that neither licensee/permittee nor any party to the application has or has had any interest in or connection with:

a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the a application; or

b. any pending broadcast application in which character issues have been raised.

Yes No

See Explanation in [Exhibit 5]

8. Adverse Findings. Licensee/permittee certifies that, with respect to the licensee/permittee and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.

Yes No

See Explanation in [Exhibit 6]

9. Local Public Notice. Licensee/permittee certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.

Yes No

10. Auction Authorization. Licensee/permittee certifies that more than five years have passed since the issuance of the construction permit for the station being assigned/transferred, where

Yes No

that permit was acquired in an auction through the use of a bidding credit or other special measure.	<input checked="" type="radio"/> N/A See Explanation in [Exhibit 7]
11. Anti-Drug Abuse Act Certification. Licensee/permittee certifies that neither licensee/permittee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations.

Typed or Printed Name of Person Signing	Typed or Printed Title of Person Signing
Signature	Date

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

Section III - Assignee/Transferee

1.	Certification. Assignee/transferee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Assignee/transferee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.	<input checked="" type="radio"/> Yes <input type="radio"/> No						
2.	Legal Name of the Assignee/Transferee CALVARY CHAPEL OF TWIN FALLS, INC. Mailing Address 4002 N. 3300 E. <table border="1" data-bbox="332 1039 1282 1144"> <tr> <td data-bbox="332 1039 527 1092">City TWIN FALLS</td> <td data-bbox="527 1039 917 1092">State or Country (if foreign address) ID</td> <td data-bbox="917 1039 1282 1092">Zip Code 83301 -</td> </tr> <tr> <td colspan="2" data-bbox="332 1092 917 1144">Telephone Number (include area code) 2087333133</td> <td data-bbox="917 1092 1282 1144">E-Mail Address (if available)</td> </tr> </table>	City TWIN FALLS	State or Country (if foreign address) ID	Zip Code 83301 -	Telephone Number (include area code) 2087333133		E-Mail Address (if available)	
City TWIN FALLS	State or Country (if foreign address) ID	Zip Code 83301 -						
Telephone Number (include area code) 2087333133		E-Mail Address (if available)						
If more than one transferee, submit the information requested in question 1 for each transferor. [Exhibit 8]								
3.	Contact Representative (if other than assignee) CARY S. TEPPER, ESQ. Telephone Number (include area code) 3017181818	Firm or Company Name BOOTH, FRERET, IMLAY & TEPPER, P.C. E-Mail Address (if available) TEPPERLAW@AOL.COM						
4.	Nature of Applicant. Assignee/transferee is: <input type="radio"/> an individual <input type="radio"/> a general partnership <input type="radio"/> a for-profit corporation <input type="radio"/> a limited partnership <input checked="" type="radio"/> a not-for-profit corporation <input type="radio"/> a limited liability company (LLC/LC) <input type="radio"/> other							

	a. If "other", describe nature of applicant in an Exhibit.	[Exhibit 9]
5.	Agreements for Sale/Transfer of Station. Assignee/Transferee certifies that: a. the written agreements in the licensee/permittee's station records embody the complete and final agreement for the sale of the station(s) which are to be assigned; and these b. agreements comply fully with the Commission's rules and policies.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 10]
6.	Character Issues. Assignee/Transferee certifies that neither applicant nor any party to the application has or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the a application; or b. any pending broadcast application in which character issues have been raised.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 11]
7.	Adverse Findings. Assignee/Transferee certifies that, with respect to the assignee/transferee and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 12]
8.	Alien Ownership and Control. Assignee/Transferee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 13]
9.	Financial Qualifications. Assignee/Transferee certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the station(s) for three months.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 14]
10.	Rebroadcast Certification. For applicants proposing translator rebroadcasts who are not the licensee of the primary station, the applicant certifies that written authority has been obtained from the licensee of the station whose programs are to be retransmitted	<input checked="" type="radio"/> Yes <input type="radio"/> No
11.	a. Applicant certifies that it is not the licensee or permittee of the commercial primary station being rebroadcast and that neither it nor any parties to the application have any interest in or connection with the commercial primary station being rebroadcast. See 47 C.F.R. Section 74.1232(d).	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 15]
	b. Applicant certifies that the coverage contour of the translator station will not extend beyond the protected contour of the commercial primary station being rebroadcast.	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A See Explanation in [Exhibit 16]
NOTE: If No to a. and b., and no waiver has been requested in an Exhibit, this application is unacceptable for filing. See 47 C.F.R. Section 74.1231(d).		
If No to a. and Yes to b. applicant is prohibited from receiving any support, before or after construction, either directly or indirectly from the commercial primary station being rebroadcast or from any person or entity having interest whatsoever, or any connection with the primary FM station. Interested and connected parties include group owners, corporate parents, shareholders, officers, directors, employees, general and limited partners, family members and business associates. See 47 C.F.R. Section 74.1232(e).		
12.	The applicant, if for a commercial FM translator station with a coverage contour extending beyond the protected contour of the commercial primary station being rebroadcast, certifies that it has not received any support, before or after constructing, directly or indirectly, from the licensee/permittee of the primary station or any person with an interest in or connection with the licensee or permittee of the primary station, except for technical assistance as provided for under 47 C.F.R. Section 74.1232(e).	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 17]

13.	Auction Authorization. Assignee/Transferee certifies that where less than five years have passed since the issuance of the construction permit and the permit had been acquired in an auction through the use of a bidding credit or other special measure, it would qualify for such credit or other special measure.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 18]
14.	Anti-Drug Abuse Act Certification. Assignee/Transferee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
15.	Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)		
Typed or Printed Name of Person Signing MICHAEL KESTLER		Typed or Printed Title of Person Signing PRESIDENT
Signature		Date 2/XX/2004

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibits

Exhibit 4

Description: AGREEMENT REGARDING ASSIGNMENT

THIS PROPOSED ASSIGNMENT TRANSACTION IS BEING FILED PURSUANT TO A PURCHASE OPTION THAT WAS SPECIFIED IN A SETTLEMENT AND OPTION AGREEMENT RELATING TO A FULL POWER FM SETTLEMENT FOR CHANNEL 211 AT AUSTIN, MINNESOTA. A COPY OF THAT SETTLEMENT AND OPTION AGREEMENT IS ATTACHED AS ATTACHMENT NO. 4.

Attachment 4

Description
Agreement authorizing this assignment

Exhibit 10

Description: ASSIGNMENT AGREEMENT

THE AGREEMENT AUTHORIZING THIS TRANSACTION IS ATTACHED TO THIS APPLICATION AS ASSIGNOR'S ATTACHMENT NO. 4.

Attachment 10

Exhibit 15

Description: AUTHORIZATION TO REBROADCAST KBDC-FM

ATTACHED TO THIS APPLICATION AS ATTACHMENT NO. 15 IS A COPY OF A LETTER RECENTLY ISSUED

BY AMERICAN FAMILY ASSOCIATION TO CALVARY CHAPEL OF TWIN FALLS, INC. WHEREBY CONSENT IS GIVEN FOR THE REBROADCAST OF FULL POWER FM STATION KBDC-FM ON FM TRANSLATOR STATION K280EF ONCE THIS ASSIGNMENT APPLICATION IS APPROVED AND CONSUMMATED.

Attachment 15

Description
Rebroadcast Authorization Letter

SETTLEMENT AND OPTION AGREEMENT

This Settlement and Option Agreement ("Agreement") is made and entered as of this 2nd day of June, 2001, by and between Minnesota Public Radio ("MPR") and CSN International ("CSN").

WITNESSETH

WHEREAS, MPR has tendered to the Federal Communications Commission ("Commission") an application for a construction permit for a new station on Channel 211 at Austin, Minnesota, FCC File No. BPED-19980603MB ("MPR Application"); and

WHEREAS, CSN has tendered to the Commission an application for a construction permit for a new station on Channel 211 at Albert Lea, Minnesota, FCC File No. BPED-19981215ME ("CSN Application"); and

WHEREAS, the Commission has stated that the MPR Application and the CSN Application are mutually exclusive, and, along with the applications of (1) Broadcasting for the Challenged ("BFC") for a construction permit for a new station on Channel 211 at Albert Lea, Minnesota, FCC File No. BPED-19981215MG ("BFC Application"); (2) Lifetalk Broadcasting Association ("Lifetalk") for a construction permit for a new station on Channel 211 at Albert Lea, Minnesota, FCC File No. BPED-19981215MD ("Lifetalk Application"); and (3) Rochester Public Radio ("RPR") for a construction permit to modify the licensed facilities of KRPR(FM) on Channel 210 at Rochester, Minnesota, FCC File No. BPED-19981211MB ("RPR Application"), comprise MX Group 980606; and

WHEREAS, CSN is willing to dismiss with prejudice the CSN Application in exchange for MPR's promises stated in this Agreement, and in return for the mutual covenants contained herein; and

WHEREAS, separate agreements are contemplated among the parties to MX Group 980606 that, together with this agreement, will result in the universal settlement of this proceeding; and

WHEREAS, MPR and CSN believe that the public interest will best be served if the uncertainty surrounding the applications in MX Group 980606 is resolved, because such resolution will conserve the resources of both the applicants and the Commission, by enabling settlement among the competing applicants for construction permits in MX Group 980606, thereby resulting in the inauguration of a new FM service to Austin, Minnesota more quickly than otherwise would be possible; and

WHEREAS, MPR and CSN understand that this Agreement will be submitted to the Commission for its approval with a Joint Request for Approval of Agreement, and as such this Agreement will constitute material representations to the Commission;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set out below, and with the intention of being legally bound hereby, MPR and CSN agree as follows:

1. Joint Request: Within the period prescribed by the Commission's rules, MPR and CSN shall jointly request in writing ("Joint Request") that the Commission do all of the following:

- (a) Approve the terms of this Agreement as provided for herein;
- (b) Subject to the terms of this Agreement, dismiss with prejudice the CSN

Application;

- (c) Grant the MPR Application, without requiring provision of an opportunity for others to apply for the facilities in question; and

(d) Subject to the terms of the separate agreements between parties to MX Group 980606, dispose of all other applications in a manner that results in the grant of the MPR Application.

MPR and CSN shall cause the preparation of all documentation needed to properly support the Joint Request. Each party shall fully cooperate with the other and the Commission by expeditiously and completely providing the other or the Commission with any additional information reasonably requested. MPR and CSN agree that should the Commission find any portion of this Agreement to be unlawful, contrary to public policy or otherwise objectionable, MPR and CSN shall examine the objections of the Commission and timely make individual and joint good faith effort to resolve all objections in a manner which reflects as closely as possible the intentions of the parties as set forth herein, in order to secure FCC approval. MPR and CSN shall each bear their own expenses in the prosecution of this Agreement and all filing contemplated herein.

2. Covenants by MPR: In exchange for the agreements and covenants of CSN herein, MPR agrees as follows:

(a) Option for K280EF:

(i) Upon issuance of a Final (as defined below) Commission order approving the MPR Application, MPR grants CSN an option to acquire all licenses, permits and authorizations for FM translator K280EF, Austin, Minnesota (Facility Id. No. 42931), including any modifications or renewals thereof, and the equipment set forth in Schedule 2(a) attached hereto, for a purchase price of \$1.00, exercisable upon written notice within sixty (60) days after the date MPR notifies CSN that the station to be authorized by the grant of the MPR Application

has commenced program tests pursuant to Section 73.1620 of the Commission's rules (the "K280EF Assignment").

(ii) In the event that the construction permit issued upon grant of the MPR Application (and any extensions thereto) expires and is forfeited pursuant to Section 73.3598(e) of the Commission's rules, the option granted pursuant to Section 2(a)(i) above shall terminate.

(iii) For purposes of this Agreement, "Final" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated.

(b) Option for K209BA:

(i) Subject to the conditions specified in Section 2(b)(iii) below, MPR grants CSN an option to acquire all licenses, permits and authorizations for FM translator K209BA, Fergus Falls, Minnesota (Facility Id. No. 42935) (K209BA, as it may be modified from time to time, "K209BA"), including any renewals or modifications thereof, and the equipment set forth in Schedule 2(b) attached hereto, for a purchase price of \$1.00, exercisable upon written notice within sixty (60) days after the date MPR notifies CSN that it has commenced program tests pursuant to Section 73.1620 of the Commission's rules on both KCMF, Fergus Falls, Minnesota and KNWF, Fergus Falls, Minnesota (the "K209BA Assignment").

(ii) Subject to MPR's review and approval, CSN shall, at its expense, prepare for filing by MPR an application for a minor modification of the license for FM translator

purchase agreement upon exercise of either option and, any and all actions which may be reasonably necessary to consummate the transactions contemplated herein, including but not limited to obtaining FCC consent to the assignment of licenses.

(f) MPR will provide separate notices to CSN upon the commencement of program tests by KCMF, KNWF, and the station to be authorized upon grant of the MPR Application.

3. Representations and Warranties by MPR:

MPR represents and warrants that:

(a) It has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein;

(b) The execution and delivery of this Agreement by MPR and the consummation by MPR of the transactions contemplated herein have been duly authorized by all necessary action on the part of MPR;

(c) This Agreement constitutes a valid and binding obligation of MPR, enforceable against MPR in accordance with its terms; and

(d) Neither the execution, delivery nor performance by MPR of this Agreement conflicts with, results in a breach of or constitutes a default or ground for termination under any agreement or judicial or governmental order or decree to which MPR is a party or by which it is bound.

MPR makes no representation or warranty with respect to CSN's right or ability to operate either K280EF or K209BA from their currently authorized sites or any other site or with any particular operational parameters, or the grantability of the K209BA Modification Application.

4. Covenants by CSN: In exchange for the agreements and covenants of MPR herein, CSN agrees as follows:

- (a) It shall cause the dismissal with prejudice of the CSN Application.
- (b) CSN shall take no action adverse to this Agreement, the Joint Request, any amendment which MPR may file with respect to the MPR Application, the grant of the MPR Application or the dismissal of the CSN Application, the BFC Application and the Lifetalk Application.
- (c) CSN shall be responsible for all costs (including technical and legal expenses) incurred in: the preparation, submission and prosecution of the K209BA Modification Application and any application(s) for Commission consent to assign the licenses for K280EF and/or K209BA from MPR to CSN; and the preparation of any further documentation (including, without limitation, purchase agreements, assignments and bills of sale) as may be reasonably necessary to consummate the K280EF Assignment and the K209BA Assignment.
- (d) CSN shall not operate K209BA, at any time or with any facilities, prior to construction of the station as authorized upon grant of the K209BA Modification Application. In the event KCMF and/or KNWF are relocated to new transmission sites, CSN agrees to cooperate in good faith with MPR to modify K209BA to operate from a site collocated with KCMF and/or KNWF, in order to minimize the potential for interference to KCMF and/or KNWF.
- (e) If, at any time, MPR determines in its sole discretion that the operation of FM translator K209BA causes any interference to the transmission or reception services of KCMF and/or KNWF, immediately upon notice from MPR CSN shall suspend operations on K209BA and take any and all steps necessary, in addition to those required under the Commission's rules.

K209BA proposing to (1) collocate K209BA with KCMF, Fergus Falls, Minnesota, and (2) change K209BA's channel to a second- or third- adjacent frequency (the "K209BA Modification Application").

(iii) The option granted by Section 2(b)(i) above is conditioned upon the satisfaction of the following conditions precedent:

(A) MPR commences program tests on both KCMF and KNWF pursuant to Section 73.1620 of the Commission's rules;

(B) The K209BA Modification Application to collocate K209BA with KCMF and to change its channel to a second- or third- adjacent frequency is approved pursuant to a Final Commission order; and

(C) CSN executes a lease, with a minimum five- (5-) year term, to locate K209BA at the same tower that is specified in KCMF's authorization.

(iv) In the event that all of the conditions specified in Section 2(b)(iii) above have not been satisfied by the date two (2) years from the date of this Agreement, the option granted by Section 2(b)(i) above shall terminate.

(c) MPR will not take any action adverse to this Agreement, the Joint Request, or the dismissal of the CSN Application, the BFC Application and the Lifetalk Application.

(d) MPR will diligently prosecute the MPR Application and the K209BA Modification Application.

(e) MPR will execute such instruments and take all such actions, without payment of further consideration, as are reasonably necessary to carry out the intent of this Agreement and the exercise of options by CSN to acquire the licenses and equipment for K280EF and K209BA as provided for herein, including but not limited to execution of a mutually acceptable asset

to eliminate such interference, including but not limited to making technical changes to the station, to the satisfaction of MPR. CSN will be afforded reasonable opportunity to mitigate any alleged interference and test for the presence of such interference, such opportunity not to be unreasonably withheld by MPR.

(f) CSN shall not assign or transfer control of the license for K209BA to a third party unless such party assumes CSN's obligations under Sections 4(d) and 4(e) of this Agreement. CSN shall provide MPR with thirty (30) days written advance notice of any proposed assignment or transfer of control of the license for K209BA.

(g) CSN will execute such instruments and take all such actions, without payment of further consideration, as are reasonably necessary to carry out the intent of this Agreement.

5. Representations and Warranties of CSN: CSN represents and warrants that:

(a) It has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein;

(b) The execution and delivery of this Agreement by CSN and the consummation by CSN of the transactions contemplated herein have been duly authorized by all necessary action on the part of CSN;

(c) This Agreement constitutes a valid and binding obligation of CSN, enforceable against CSN in accordance with its terms; and

(d) Neither the execution, delivery or performance by CSN of this Agreement conflicts with, results in a breach of or constitutes a default or ground for termination under any agreement or judicial or governmental order or decree to which CSN is a party or by which it is bound.

6. Notices: Unless otherwise provided herein, all notices, demands, payments and requests required or permitted by this Agreement must be in writing and shall be deemed to have been given when delivered by hand, overnight courier, or sent by facsimile transmission; or on the third day after mailing if mailed by express mail or its equivalent, postage prepaid, return-receipt requested, if available, as stated below:

To MPR: Minnesota Public Radio
Attn: Mitzi T Gramling, Associate General Counsel
45 East Seventh Street
St. Paul, MN 55101
Fax: 651-290-1243

Copy to (which shall not constitute notice): Todd M. Stansbury
Wiley, Rein & Fielding
1776 K Street, NW
Washington, DC 20006
Fax: 202-719-7207

To CSN: Jeffrey W. Smith, Vice President
CSN International
3232 W. MacArthur Blvd.
Santa Ana, CA 92704
Fax: 714 549-8865

Copy to (which shall not constitute notice): Eric S. Kravetz
Law Offices of Eric S. Kravetz
3511 Porter Street, NW
Washington, DC 20016
Fax: 202-364-1037

7. Integration: This Agreement contains the entire understanding of the parties with respect to the subject matter, and supersedes all previous oral or written agreements or understandings. This Agreement may be amended only by a written document duly executed by both parties.

8. Counterpart Signatures: This Agreement may be executed by the parties in counterpart with the same effect as if the signatures to all counterpart pages were upon the same copy of the Agreement.

9. Termination: In the event that the Commission has not approved the Joint Request within twelve (12) months from the date hereof, then either party hereto may, upon written notice to the other party, terminate this agreement without liability and the parties shall, in that event, return to the status quo ante, provided however, that the party seeking to terminate this Agreement is not in material breach hereof. MPR may terminate this Agreement in the event that MPR, Lifetalk, RPR and CSN do not execute agreements that, in combination, result in a universal settlement of MX Group 980606, by the deadline established by the Commission for filing such settlement agreements in Public Notice DA 01-729 (rel. Mar. 22, 2001), including any extensions thereto.

10. Assignment: CSN shall not assign any of its rights or obligations under this Agreement without the prior written consent of MPR.

11. Construction: This Agreement shall be construed under the laws of the state of Minnesota without regard to any choice or conflict of law provision or rule.

12. Specific Performance as a Remedy: Because of the unique nature of the broadcast authorization which is the subject matter of this Agreement, specific performance shall be available as a remedy for breach of this Agreement in addition to all other legal and equitable remedies that may be available under this Agreement. The parties agree that any violation of the covenants contained herein shall constitute irreparable harm. If any party files a lawsuit seeking specific performance of this Agreement, the other party shall waive any defense that an adequate remedy exists at law.

13. Recovery of Costs: If, on account of any alleged breach or default by either party of its obligations under this Agreement, the other party shall take action to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable costs incurred in such action, including, but not limited to, reasonable attorneys' fees and court costs.

[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound, MPR and CSN have duly executed this Agreement, on the date first mentioned above.

MINNESOTA PUBLIC RADIO

BY



Name: THOMAS J KROIN

Title: SVP

CSN INTERNATIONAL

BY

Jeffrey W. Smith

Name: Jeffrey W. Smith

Title: V.P.

Attachment No. 1
(List of assets)

ONE (1) TTC 10 Watt Translator (currently tuned to receive 91.7 MHz and transmit on 103.9 MHz)

ONE (1) EMR RF Isolator (circulator) for intermodulation attenuation.

Approximately FIFTY (50) feet of LDF4-50 ½ inch coaxial cable, with connectors.

An approximately TWENTY (20) foot long Roan tower section with an approximately TWENTY (20) foot mounting pole for the antenna.

ONE Cablewave ECFM-3 broadcast antenna tuned to 103.MHz.

Several short RG-213 and RG-58 interconnecting cables.