

GRANT AGREEMENT

Foundation for National Progress ("Grantee"), in consideration of a grant of \$25,000, from the Proteus Fund ("Proteus"), for support of the Grantee's The Media Consortium's "Media Policy Reporting and Education" pilot program, which will foster quality reporting on media policy issues in leading independent media outlets ("the Project"), as described in Grantee's proposal dated September 1, 2010 ("the Proposal"), hereby agrees to be bound and act in accordance with the following terms of this Grant Agreement ("Agreement"):

1. Grantee's Status. Grantee hereby represents to Proteus that it presently is exempt from federal income tax as an organization described in Internal Revenue Code ("IRC") section 501(c)(3) and is not a private foundation because it is described in section 509(a)2. Grantee has provided to Proteus a copy of its Internal Revenue Service ruling letter confirming this status. Grantee hereby confirms and represents that the letter provided to Proteus is still in effect and has not been revoked or altered to Grantee's knowledge.

2. Use of Grant. Grantee agrees to use all of the grant funds exclusively for the Project. Grantee may not use any portion of the grant funds for any other purpose without the prior written approval of Proteus. Grantee agrees that the grant funds will be used in accordance with the Project budget contained in the Proposal.

3. Term and Payments. The grant period shall begin as of December 15, 2010 and shall end no later than December 14, 2011. Upon return of the signed Agreement by Grantee, a check for the entire grant amount shall be issued by Proteus.

4. Return of Funds. Any portion of the grant funds that is not used as specified in this Agreement must be repaid to Proteus.

5. Reports. Grantee agrees to submit to Proteus, no later than 60 days after the end of the grant period listed above, a final report on the Project during the grant period. This report shall include:

- A summary of all Project activities;
- Brief evaluation of the progress made in accomplishing the Project's goals;
- Income and expense information for the Project; and
- Income and expense information for the entire organization.

The report shall be submitted electronically and shall be limited to three pages of narrative plus the financial information. Grantee may add two additional pages of supplemental materials (for example: newspaper articles, newsletters).

If Grantee applies for additional funding before the final report is due, a progress report must be included with that application.

6. Copies of Information Regarding Grantee. In keeping with Proteus's environmental concerns, Grantee agrees that it will send only one copy of informational materials (for example: press releases, newsletters) to Proteus's office, unless otherwise specifically requested. This limitation does not apply if a Director of Proteus is a regular member of, or contributor to, Grantee and normally receives information in this capacity.

7. Violation of Terms. The Grantee agrees that, should it be in violation of any terms in this Agreement, Proteus is thereby permitted to withhold any future installment payment upon this grant or upon any other future grant to Grantee and to require, upon written notice, the repayment of any unexpended grant funds.

8. Future Support. Nothing contained in the awarding of this grant or in this Agreement constitutes an actual or implied commitment on the part of Proteus for any future or additional grants or monies beyond that stated in this Agreement.

9. Governing Law. The Agreement is governed by and will be interpreted under the laws of the Commonwealth of Massachusetts.

10. No Agency. Grantee is not Proteus's agent for any purpose and agrees to make no contrary representation or action. Similarly, Proteus is not Grantee's agent for any purpose. Rather, each party is an independent contractor responsible solely for its own action and inactions.

11. Compliance with Law. Grantee will comply with all applicable laws in its activities, whether or not funded by this grant, and will notify Proteus promptly of any legal problem, question or violation it learns of regarding its actual or contemplated activities undertaken during the grant period.

12. Agreement's Scope and Modification. The Agreement constitutes the parties' full understanding regarding its subject matter. Any modification, waiver or contrary understanding will bind a party only if that party has so agreed in writing.

13. Severability. If any provision of the Agreement is invalid or unenforceable in whole or in part, that shall not affect the validity or enforceability of any other provision, and no waiver of (or failure to seek sanctions for) any violation of this Agreement shall constitute a waiver of another or subsequent violation, no matter how similar.

14. Binding Agreement. This Agreement is legally binding. In executing it, Grantee warrants that it has had an opportunity to read this instrument and the other component(s) of the Agreement and understand their terms. The signature of an officer or agent of Grantee on this Agreement, or the electronic acknowledgement of acceptance of the Agreement by an officer or agent of Grantee, or the execution by Grantee of a check for any portion of the grant funds, constitutes Grantee's acceptance of and agreement to be bound by the Agreement's terms and conditions.

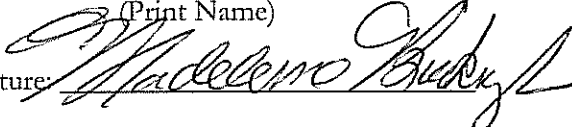
15. Notice. Any notice, report, authorization, or other communication permitted or required by the Agreement shall be deemed given only if and when actually delivered in writing to the recipient. Any notice or instrument in writing authorized or required under this Agreement to be given to Proteus shall be hand delivered or mailed to: Attention: Grants Manager, Proteus Fund, 101 University Drive, Suite A2, Amherst, MA 01002.

16. Headings not Substantive. The underlined headings to the paragraphs and sections of the Agreement are for identification purposes only and do not constitute or modify any term or provision thereof.

12/15/10
③ Accepted on behalf of The media Consortium's "Media Policy Reporting and Education" Pilot program a Project of The Foundation for National Progress

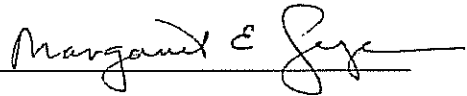
Accepted on behalf of: Foundation for National Progress

By: Madeline Buckingham Title: President & CEO
(Print Name)

Signature:  Date: 12/15/10

Accepted on behalf of: Proteus Fund

By: Margaret E. Gage Title: Executive Director

Signature:  Date: December 14, 2010