



AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT (the "Agreement") dated as of May 12, 2008 entered into by and among Commonwealth Public Broadcasting Corporation, dba as MHZ NETWORKS (the "Network"), a 501(c) 3, non-profit corporation, with principal offices at 8101A Lee Highway, Falls Church, VA 22042 and WCEU-TV, Channel 15 (the "Station"), a non-commercial public television operation licensed to Daytona Beach College, 1200 West International Speedway Blvd., Daytona Beach, Florida 32120-9245.

WITNESSETH

WHEREAS, MHZ NETWORKS created MHZ WORLDVIEW (the "Program Service") as a U.S. national, full time, non-commercial video program service targeted to a globally-aware audience; and

WHEREAS, the Station desires to enter an agreement to carry the Program Service on a non-exclusive basis, under the authority of its broadcast license, on one of its digital broadcast channels;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Network and Station hereby agree as follows:

AGREEMENT

1. Program Service for the Station. The Network shall provide the Station with the Program Service for carriage as a twelve (12) hour a day basis subject to the following:

(a). The Network shall be responsible for acquiring, scheduling, licensing and timing all programming on the Program Service. The Network agrees to make available local time slots for the Station for locally produced content that supports the Program Service. Station agrees to discuss any local time slots on Program Service with the Network and recognizes the authority of the Network to maintain the integrity of the Program Service.

(b). The Station shall brand or co-brand the Program Service as "MHZ WORLDVIEW". No effort will be made to alter or cover-up the MHZ WORLDVIEW on-screen bug. Station may place its identifying logos / bugs in a manner that does not affect the MHZ logo. Station agrees to discuss any co-branding opportunities with the Network prior to execution.

2. Delivery of Program Service. The Network shall deliver, or cause the delivery of, the Program Service to the Station by means of any industry-recognized, standard technology for the high quality transmission of content (including domestic communications satellite, dedicated fiber optic landline, or medium of equal quality).

3. License of Program Service.

(a). The Network hereby grants to the Station, and the Station hereby accepts from the Network, the exclusive, limited purpose, royalty free right and license, without the right to sublicense, to distribute the Program Service through its broadcast facilities. The Station shall distribute the Program Service in full as delivered to the Station by the Network and during the time periods provided for herein, without any additions, insertions, alterations or deletions of any kind not otherwise covered in this agreement.

(b). The Network hereby grants to the Station, and the Station hereby accepts from the Network pursuant to the terms and subject to the conditions hereof, the non-exclusive, limited purpose right and license, without the right to sublicense, to use the Network's name and mark and certain other names and marks, including the names of certain programs which are included on the Program Service (the "MHz Marks") in connection with the broadcast of the Program Service in accordance with the provisions hereof.

(c). As the Station has elected to carry the Program Service for 12 hours each broadcast day, the Network assures that the Program Service will not be made available to other public or educational broadcast stations within its market during the term of this transmission agreement.

4. Affiliation Fees / Conditions. The Network agrees to provide the Program Service to the Station free-of-charge, on an exclusive basis, subject to the following:

(a). The Network reserves the right to distribute the Program Service through other distribution providers, exclusive of other public and educational television broadcasters within its market, including DTH, cable and satellite providers.

5. Network's Representations Warranties and Covenants.

(a). The Network hereby represents and warrants to the Station that: (i) it is duly organized and is validly existing under the laws of its jurisdiction of incorporation or formation; (ii) it has full corporate power and authority and has taken all corporate action necessary to enter into and perform this Agreement; (iii) the execution and delivery of this Agreement and the performance of the obligations contemplated herein do not violate, conflict with, or constitute a default under its

charter or similar constitutive document, its bylaws or the terms or provisions of any material agreement or other instrument to which it is a party or by which it is bound, or any order, award, judgment or decree to which it is a party or by which it is bound; and (iv) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with the terms and conditions hereof.

(b). The Network represents, warrants and covenants to the Station that (i) none of the content contained in the Program Service to the Station hereunder, or the distribution or exploitation thereof as contemplated hereby, do or will infringe any intellectual property or other right of any other person; (ii) the Network has obtained all clearances or permissions necessary to license such programs and materials to the Station as contemplated by this Agreement; and (iii) none of the Program Service contains libelous, slanderous, defamatory or obscene material or violate any FCC rules, privacy laws or other applicable law.

(c). The Network hereby covenants not to enter into any agreement or engage in any transaction that would conflict with or interfere with its performance of its obligations hereunder.

6. Station's Representations Warranties and Covenants.

(a). The Station hereby represents and warrants to the Network that (i) it is duly organized and is validly existing under the laws of its jurisdiction of incorporation or formation; (ii) it has full power and authority and has taken all action necessary to enter into and perform this Agreement; (iii) the execution and delivery of this Agreement and the performance of the obligations contemplated herein do not violate, conflict with, or constitute a default under its charter or similar constitutive document, its bylaws or the terms or provisions of any material agreement or other instrument to which it is a party or by which it is bound, or any order, award, judgment or decree to which it is a party or by which it is bound; and (iv) this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with the terms and conditions hereof.

(b). The Station hereby covenants not to enter into any agreement or engage in any transaction that would conflict with or interfere with its performance of its obligations hereunder.

7. Indemnification.

(a). Each party hereto agrees to be responsible for the negligence of its shareholders, officers, directors, employees and agents from and against any and all claims, liabilities, demands, penalties, fines, assessments and expenses (including all reasonable attorneys' fees and disbursements) ("Damages") sought by third parties, and arising out of, connected with or related to any breach of any of such party's representations or warranties in this Agreement or the breach or non-performance of any covenant or obligation to be performed by such party hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

8. Term. The term of this Agreement shall be from the date hereof until the one (1) year anniversary of the date hereof, and shall automatically renew for an additional (1) year term unless either the Network or the Station notifies the other party of its intent not to renew the term no later than sixty (60) days prior to the expiration of the initial one (1) year term, notwithstanding the terms outlined in 9.

Commonwealth Public Broadcasting Corporation
The Nix NETWORKS

9. Termination.

(a). This Agreement may be terminated at any time by (i) mutual written consent of the parties, (ii) if the Station or the Network is in material breach of any representation, warranty, covenant or obligation under this Agreement and such breach is not cured within thirty (30) days after written notice thereof, provided that neither is in material breach of any representation, warranty, covenant or obligation hereunder.

(b). The Network reserves the right to terminate this Agreement within sixty (60) days pursuant to the terms described under 4. (a).

STATION

10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to any applicable principles of conflict of law.

TITLE

11. Assignment. Neither party may assign this Agreement or any of its rights, interests or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of the other party.

12. Specific Performance. The parties hereto recognize that their respective rights and obligations under this Agreement are unique and accordingly, each party hereto shall have, in addition to such other remedies as may be available to it at law or in equity, the right to enforce its rights hereunder by actions for injunctive relief and specific performance to the extent permitted by law. This Agreement is not intended to limit or abridge any rights of any of the parties hereto which may exist apart from this Agreement.

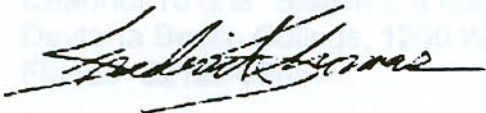
13. Severability. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any materially adverse manner to any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorize representatives as of the date first above written.

AFFILIATION AGREEMENT

[NETWORK]

Commonwealth Public Broadcasting Corporation
dba MHz NETWORKS



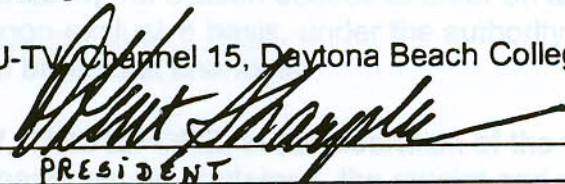
Name: Frederick Thomas
Title: Executive VP/General Manager

WITNESSETH

WHEREAS MHz NETWORKS created MHz WORLDVIEW (the "Program Service") as a 12.5 national, full time, non-commercial video program service targeted to a globally aware audience; and

[STATION]

WCEU-TV Channel 15, Daytona Beach College


By: _____
Title: PRESIDENT

WHEREAS the Station desires to enter an agreement to carry the Program Service on one of its broadcast licenses, on one of its broadcast licenses, and the network and the station hereby acknowledged, the Network and Station hereby agree as follows:

AGREEMENT

1. Program Service for the Station. The Network shall provide the Station with the Program Service for carriage as a twelve (12) hour a day basis subject to the following:

(a). The Network shall be responsible for acquiring, scheduling, licensing and airing all programming on the Program Service. The Network agrees to make available local time slots for the Station for locally produced content that supports the Program Service. Station agrees to discuss any local time slots on Program Service with the Network and recognizes the authority of the Network to maintain the integrity of the Program Service.

(b). The Station shall brand or co-brand the Program Service as MHz WORLDVIEW. No effort will be made to alter or cover-up the MHz WORLDVIEW on-screen bug. Station may place its identifying logos / bugs in a manner that does not affect the MHz logo. Station agrees to discuss any co-branding opportunities with the Network prior to execution.