



AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT (the "Agreement") dated as of 1/5/10 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 Mountain Lake PBS (the "Station"), a non-commercial public television operation licensed to Mountain Lake Public Telecommunication Council.

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 full-time program service on one of its digital multicast streams 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 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.

1. The Network will allow the Station to keep all local underwriting / advertising revenue generated by the Station around the Program Service.
2. The Network will be allowed to keep all national underwriting / advertising revenue generated by the Network around the Program Service.

(c). The Network may, from time-to-time, offer the Station pre-packaged pledge and/or premium program offerings for carriage on its primary channel. These offerings will be covered under a separate agreement mutually agreed to by the parties and which will provide the Network with recognition acceptable to the Network of the free of charge carriage.

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; and (iv) it is the sole and exclusive owner of the MHz Marks and that Stations' use of the MHz Marks will not infringe the intellectual property rights of any other person.

(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.

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

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.

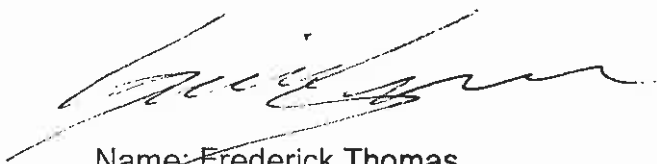
12. Specific Performance. The parties hereto recognize that their respective rights and obligations under this Agreement are unique and accordingly, each party hereto shall have, in addition to such other remedies as may be available to it at law or in equity, the right to enforce its rights hereunder 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.

[NETWORK]

MHz NETWORKS



Name: Frederick Thomas
Title: Chief Executive

[STATION]

Mountain Lake PBS

By: Alice Recore
Title: CEO/President