DIGITAL CHANNEL AFFILIATION AGREEMENT

THIS DIGITAL CHANNEL AFFILIATION AGREEMENT (this "Agreement") is entered into as of Sept. 24, 2008 ("Effective Date"), by and between Puerto Rico Public Broadcasting Corporation ("PRPBCC") and The University of Puerto Rico ("UPR").

WHEREAS, PRPBC owns and operates full power digital television stations WIPR-DT, San Juan, Puerto Rico (Facility ID 53859), which also does business as TUTV (hereinafter ("WIPR"), and WIPM-DT, Mayaguez, Puerto Rico (Facility ID 53863) ("WIPM"; each of WIPR and WIPM shall be referred to individually as a "Station" and collectively as the "Stations"), pursuant to licenses issued by the Federal Communications Commission ("FCC");

WHEREAS, PRPBC requires additional programming for the Stations; and

WHEREAS, based on UPR's depth and volume of educational, cultural and sports activities, multimedia operations, intellectual and research endeavors, and creative and technical talent, as well as the cultural and educational mission shared by UPR and PRPBC, PRPBC has identified UPR as a potential content provider capable of offering a variety of desirable programming to Puerto Rican television via PRPBC.

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Provision of Programming. During the Term (as defined below), (i) UPR shall provide to PRPBCC on the terms and conditions set forth herein, certain programming, the content of which is either owned by UPR or sublicenseable to the Stations by UPR pursuant to various content license agreements (the "Programming") and (ii) PRPBC shall broadcast the Programming on a digital multicast stream of each of the Stations (collectively, the "Digital Channel"). UPR will deliver, at its own expense, the Programming to a point or location mutually agreed to by UPR and PRPBC. The parties acknowledge and agree that they shall endeavor to commence transmission of the Programming as described herein, within three months of receiving UPR's notification informing that its facilities, equipment, human and technical resources are ready to initiate broadcasting; that is, when it is practicable for both Stations to begin broadcasting optimally. Both parties agree to engage in meetings, conference calls and all necessary communications within said three month period to settle details regarding this matter and work correctly operationally. It is being understood that any reasonable failure or delay by either party in commencement of such transmission shall not constitute a breach of this Agreement nor give rise to any termination rights on the part of either party. PRPBC shall be entitled to use the Programming solely in connection with its obligations under Section 2.

2. Broadcasting Obligations. Upon the completion of construction and activation and all procedures needed (as described in Section 1) PRPBC shall broadcast the Programming delivered by UPR at a data rate sufficient to transmit a standard-definition digital television signal, in-pattern, twenty-four hours per day, seven days per week, without modification (except as otherwise set forth herein) on the Digital Channel. PRPBC shall make reasonable efforts to obtain carriage of the Digital Channel on cable television systems, direct broadcast satellite systems and other multichannel video programming distributors in the Puerto Rico / U.S. Virgin Islands DMA, as described in 47 C.F.R. 101.1401(c). PRPBC shall not broadcast any programming on the Digital Channel other than the Programming, provided by UPR. Except as permitted in this Section 2, PRPBC shall broadcast all of the Programming in its entirety and to its conclusion without interruption, deletion or addition, including all underwriting announcements, IDs, promos and credits included within the Programming. PRPBC shall not modify or reproduce any of

the Programming, nor delete or reposition any copyright, trademark, logo, credit or other notice included within the Programming as delivered by UPR. Nothing contained herein shall be construed to prevent PRPBC from refusing any portion of the Programming that PRPBC reasonably believes to be unsatisfactory, unsuitable, or contrary to the public interest, or from substituting a program that is, in PRPBC's reasonable opinion, of greater local or national importance, in accordance with 47 C.F.R. Section 73.658(e).

3. Operation, Ownership, and Control of the Stations. As long as PRPBC remains the FCC licensee of Station, it will have full authority, power, and control over the operation of each Station. PRPBC shall be responsible for each Station's compliance with all applicable provisions of the Communications Act of 1934, as amended (the "Act") and the applicable rules, regulations, and policies of the FCC and all other applicable laws, including all costs arising out of compliance therewith. PRPBC shall maintain the operating power of each Station at the level authorized by the FCC for such Station throughout the Term and shall repair and maintain each Station's tower and transmitter site and equipment in good working order. In the event a Station suffers loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability to operate full time at maximum authorized facilities, PRPBC shall immediately notify UPR and shall promptly undertake such repairs as are necessary to restore the full-time operation of the Station.

4. Assistance. PRPBC agrees to provide UPR with reasonable technical assistance, at UPR's request, in connection with the development and production of the Programming.

5. Costs. Each party shall be responsible for all costs and expenses associated with the performance of its obligations hereunder: (i) PRPBC shall be responsible for all costs associated with the digital build-out and operation of each Station and the broadcast of the Digital Channel and (ii) UPR shall be responsible for all costs associated with the production of the Programming and delivery in a suitable format for standard digital broadcast thereof to WIPR.

6. Call Signs. PRPBC and UPR shall work together to ensure that the Digital Channel meets the station identification requirements under FCC rule including which party shall be responsible for inserting station identifications into the Programming.

7. Branding/Promotion. Except as set forth in Section 6, UPR shall have the sole right to determine the branding and promotion of the Programming and the Digital Channel. Without limitation of the foregoing, at the request of UPR, UPR and PRPBC will work cooperatively to develop a branding and promotion plan for the Digital Channel. PRPBC grants to UPR the right to use the call letters of the Stations (or any other call letters which may be assigned by the FCC for use in connection with the Digital Channel) and PRPBC's marks designed by PRPBC from time to time (i) in the Programming and (ii) to advertise, market, and promote the Programming and the Digital Channel. UPR grants to PRPBC the right to use UPR's marks designated by UPR from time to time solely as necessary (x) in performance of its obligations under this Agreement to broadcast the Programming and (y) to advertise, market, and promote the Programming and the Digital Channel in a manner mutually agreed upon in writing by the parties. All use of the other party's trademarks and servicemarks shall be in accordance with the owning party's usage guidelines, as provided in writing, and the owning party will retain all goodwill and all other rights to its trademarks and servicemarks licensed hereunder.

8. Warranty Disclaimer. UPR agrees that all programming to be provided to PRPBC shall be free of encumbrances and therefore UPR is dully authorized in law to license its programming to PRPBC. Under no circumstances PRPBC shall be liable for indirect, incidental, special, consequential or exemplary damages arising from broadcasting any programming that does not fulfill said requirements regarding law authorities.

9. Indemnification. Each party (the "Indemnifying Party") hereby indemnifies, defends, and holds harmless the other party (the "Indemnified Party") from and against all demands, claims, actions, or causes of action, losses, damages, liabilities, costs, and expenses, including, without limitation, court costs and reasonable attorney's fees ("Losses"), incurred by the Indemnified Party as a result of the violation or breach by the Indemnifying Party of any representations, warranties, covenants, or other responsibilities under this Agreement. Furthermore, (i) UPR hereby indemnifies, defends, and holds harmless PRPBC from and against all Losses arising solely out of the content of the Programming as delivered to PRPBC by UPR and (ii) except for Losses arising out of Section 10(i), PRPBC hereby indemnifies, defends, and holds harmless PRPBC from and against all Losses arising out of the operation of each Station, including without limitation the Digital Channel.

10. Term; Termination. The term of this Agreement will begin on the Effective Date and, unless earlier terminated as set forth herein, shall continue for an initial term of ten (10) years (the "Initial Term"). Thereafter, PRPBC shall have option to renew this Agreement with UPR for up to two (2) additional, successive renewal terms of ten (10) years each (each a "Renewal Term"; together with the Initial Term, the "Term") by providing written notice of renewal to UPR no later than sixty (60) days prior to the end of the then-current Initial Term or Renewal Term, as applicable. Either party may terminate this Agreement if the other party materially breaches any of its representations, warranties, obligations, or agreements hereunder, and fails to cure such breach within thirty (30) days following receipt of written notice thereof, upon sixty (60) days written notice. Upon termination or expiration of this Agreement for any reason, the licenses granted in this Agreement shall terminate. The provisions of Sections 8, 9, 14 and 16 shall survive any termination or expiration of this Agreement.

11. Assignment. PRPBC shall not assign this Agreement without the prior written consent of UPR, which consent shall not be unreasonably withheld.

12. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, neither party shall be liable to the other party for any loss or damage resulting from the interruption or suspension of services to be furnished hereunder or other failure to perform hereunder if such interruption or failure is caused by any acts of God; strikes, slowdowns, or labor disputes; fire; flood; electrical or mechanical breakdowns; failures or equipment, facilities or software (unless due to a breach by either party of its respective obligations under this Agreement); civil insurrection, public disaster, acts of war or terrorism; any governmental action or order; or any other contingencies beyond the reasonable control of such party ("Force Majeure"). This Agreement may be terminated by either party if an event of Force Majeure prevents either party from performing its obligations hereunder for a period of ninety (90) days and the terminating party is not then in default hereunder.

13. Public Announcements. The parties shall use reasonable efforts to consult and coordinate with one another regarding any press releases or other public announcements with respect to the broadcast of the Programming on the Digital Channels.

14. Unenforceability. If one or more provisions of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC rules

while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties hereto agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing.

15. Miscellaneous. The relationship between the parties hereto is strictly that of a licensor and licensee. Nothing contained herein shall create any partnership, joint venture, fiduciary or agency relationship between the parties, nor shall anything contained herein be deemed to constitute a sale or rental of any Programming. This Agreement sets forth the entire understanding of the parties hereto at the time of its execution and delivery with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be amended except by written amendment signed by all parties. Each of the undersigned represents and warrants that he/she has the requisite power and authority to bind his/her respective party to the terms and obligations hereof. The Agreement may be signed in counterparts and delivered by facsimile, with the same effect as if the signature on each counterpart were on the same instrument. If any party breaches its obligations under this Agreement, the other party shall have the right to seek injunctive relief and specific performance. The breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy. This Agreement shall be governed by and construed according to the laws of Commonwealth of Puerto Rico, without regard to its conflict-of-law provisions.

IN WITNESS WHEREOF, the parties have executed this Digital Channel Affiliation Agreement as of the date first above written.

PUERTO RICO PUBLIC BROADCASTING COMPANY
Federal Identification No. 66-0453951

By:__________

Name: Victor Montilla

Title: Presidente

THE UNIVERSITY OF PUERTO RICO
Federal Identification No. 66-0433767

By:__________

Name: Antonio García Padilla

Title: President

CORPORACIÓN DE PUERTO RICO
PARA LA DIFUSIÓN PÚBLICA
APROBACIONES

Depto. Originador:__________

Aprobación Presupuestaria:__________

Oficina Legal:__________