

Animal Radio AFFILIATE AGREEMENT

The affiliate contracting for audio programming covered by this agreement (hereafter referred to as 'RADIO STATION') and Animal Radio Network (hereinafter referred to as NETWORK) hereby agree to the following terms and conditions:

1- BROADCAST AND CLEARANCE OF PROGRAMS AND COMMERCIALS:

NETWORK agrees to provide and RADIO STATION agrees to broadcast the agreed to program in its entirety, including all NETWORK commercials contained therein. A Show Clock is attached hereto. NETWORK will provide the program via satellite, Compact Disc, or other transmission means mutually agreed upon. All costs of satellite receive and downlink equipment or other transmission means mutually agreed upon, required to receive the program will be at the sole expense of the RADIO STATION. Tape delay or repeat broadcasts of program will be allowed, as indicated on the front of this Agreement, as long as RADIO STATION agrees to air all NETWORK commercials in the body of program. NETWORK will provide RADIO STATION with weekly affidavits that must be returned by RADIO STATION to continue to receive programming.

The term of this Agreement shall begin on the Effective Date and shall end on the effective date of termination, as set forth herewith; a) Either party may terminate this agreement for any reason upon ninety (90) day's prior written notice to the other party.

In the event that RADIO STATION breaches any material term of this Agreement, except as set forth in section 3. below, Network may, in addition to all other rights it may have in law and in equity, immediately terminate this Agreement and have no further obligations to Radio Station hereunder.

2- ADVERTISING & PROMOTION - Radio Station may not use any clips, sound bites, liners or any Programming material from any Programming in connection with any other programming. Notwithstanding the foregoing Radio Station shall have the right to advertise and publicize and authorize others to advertise and publicize by means customary in the broadcast industry the Radio Station's broadcast of the Programming. Clips of thirty (30) seconds or less may be used in on-air advertising or promotion of the Programming any time during the Term of this Agreement. No advertising or publicity shall be in any form of an endorsement direct or indirect, of any product, service or advertiser.

3- FAILURE TO BROADCAST- Neither NETWORK nor RADIO STATION will incur any liability hereunder because of any failure to deliver or failure to broadcast any or all programs due to any of the following: a.) Failure of facilities; b.) Labor disputes; c.) Causes beyond the control of the party so failing.

4- EXCLUSIVE NATURE RADIO STATION will have the exclusive right to promote itself as the exclusive PROGRAM affiliate within its marketplace and to use all electronic and/or printed logos for promotional and/or sales purposes; provided that any such use for promotional and or sales purposes must be approved by the NETWORK. Furthermore, RADIO STATION will have the first right of refusal to acquire the Flagship Radio Station's package, when NETWORK comes to broadcast an event in the local market live.

5- ASSIGNMENT/ASSUMPTION - The provisions of this Agreement will be binding upon and insure to the benefit of the parties and any other successor or merged company or companies on any successor in control of the NETWORK and/or RADIO STATION. Both NETWORK and RADIO STATION may assign this Agreement to any related entity and will assign this Agreement to any purchaser of substantially all of its assets, provided that any and all such assignees assume in writing all obligations of the assignor hereunder.

6- NON-SHARING OF INFORMATION RADIO STATION agrees that audio and/or data information provided by the NETWORK will not be made available or sold to any other person(s), legal entities or broadcast licensee without written permission of NETWORK.

7- MODIFICATION/EXECUTION/ENFORCEMENT This Agreement represents the entire understanding between NETWORK and RADIO STATION. No waiver, alteration or modification of any provision hereof will be binding unless in writing and is signed by authorized agent or employees of both parties to this Agreement. This Agreement is not valid unless and until it is signed by a Corporate Officer of Animal Radio Network. Failure by the NETWORK to enforce any provision of this Agreement will not constitute a waiver of its rights under each provision or any other provision of this Agreement.

Representing Radio Station

_____ Title _____ Date _____

Representing Animal Radio Network

_____ Title _____ Date _____

ANIMAL RADIO ON ANIMAL RADIO NETWORK

Station Call letters _____

Format _____

Ownership _____

Address _____

City _____ State _____

Zip Code _____

Phone _____

Fax _____

Delivery Method CD SAT MP3

Ship to: _____

Ship to: _____

Ship to: _____

Effective Date: _____

Radio Station _____

Frequency _____

Networks Affiliations _____

Market ADI _____

Program Dir _____

Email _____

Date for broadcast to begin _____

Time to air: _____ am/pm

Taped Delay/Replay

:00:00 - :06:00 TRN Network Feed (6:00)
 :06:00 - :29:50 Animal Radio Network (23:50)
 :29:50 - :34:00 Local Break (4:10)
 :34:00 - :48:00 Animal Radio Network (14:00)
 :48:00 - :51:00 Local Break (3:00)
 :51:00 - :58:50 Animal Radio Network (7:50)
 :58:50 - :00:00 Local Break- ID

Track	Start Time	End Time	Duration
Track One	:06:00	:29:50	23:50
Track Two	:34:00	:48:00	14:00
Track Three	:51:00	:58:50	7:50