

ED TYLL SHOW RADIO NETWORK AFFILIATE AGREEMENT

The affiliate contracting for audio programming covered by this agreement (hereafter referred to as 'RADIO STATION') and Ed Tyll Show 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, Ed Tyll Show, in its entirety, including all NETWORK commercials contained therein, according to the RADIO STATION hourly format clock for news and commercials, Monday through Friday, 12 Noon to 3 pm eastern time. RADIO STATION will provide it's hourly format clock to NETWORK.

NETWORK will provide the program live via proprietary broadband internet stream, or other transmission means mutually agreed upon. All costs of broadband internet connection, required to receive the program will be at the sole expense of the RADIO STATION. Tape delay or repeat broadcasts of program are allowed, as long as RADIO STATION agrees to air all NETWORK commercials in the body of program.

The term of this Agreement shall begin on the Effective Date agreed to below and shall end on the effective date of termination, as set forth herewith; a) Either party may terminate this agreement for any reason upon fourteen (14) 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 use any clips, sound bites, liners or any Programming material from any Programming in connection with any other programming. 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.

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.) 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.

5- ASSIGNMENT/ASSUMPTION - The provisions of this Agreement will be binding upon and inure 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, 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 an Officer of Ed Tyll Show 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 Network _____ Title _____ Date _____

Effective Date _____