



Licensed Program/ Film or Video	<i>"Donkey Ollie" Adventure One and Two</i> approx. 30 min. in length 2 episodes children's series.
Licensed Rights	Full Television Broadcast Rights: Free: Terrestrial, Cable, Satellite Pay: Terrestrial, Cable, Satellite Direct Satellite Broadcast Systems Simultaneous Internet Streaming Radio, short wave, microwave, fiber optic All Non-exclusive
LICENSED TERRITORY	United States and International
LICENSED TERM/ # OF RUNS	5 Years , unlimited runs Commencing November 1, 2007 ending September 1, 2012
RUN DATES	Within broadcasters' schedule parameters
LICENSE CONSIDERATION	.No charge Gratis .
AUTHORIZED LANGUAGE	Primary: English May be subtitled by Broadcaster into foreign as needed
ADDITIONAL TERMS	PAL DVD NTSC provided by Boat Angel
PROGRAMMER CONTACT INFORMATION	PROGRAMMER: Boat Angel Outreach Center NAME OF CONTACT: Brian Stewart ADDRESS: 1745 N. Ashbrook Cr. Mesa, AZ 85213 TELEPHONE # 480-834-4191 FAX # 480 962-9794 EMAIL ADDRESS: carangel@cox.net

This Broadcast License Agreement (hereafter referred to as the "Agreement") is entered into by and between , Broadcaster () and **Boat Angel Outreach Center** (hereafter referred to as "PROGRAMMER"), whose principal place of business is located at **1745 N. Ashbrook Cr. Mesa, AZ 85213**. The above entities shall be jointly referred to as the "Parties".

Grant of Rights: PROGRAMMER hereby grants to BROADCASTER a non-exclusive license to broadcast the Program, entitled **"Donkey Ollie"**, approx. 30 min. in length children's series ("Program"), 2 episodes, unlimited runs commencing November 1, 2007 and running until September 1, 2012. The broadcast dates and times shall be more particularly determined by BROADCASTER according to its general broadcast schedule. This grant of rights shall include, but not be limited to, the right of BROADCASTER to broadcast the Program in the Worldwide on all of BROADCASTER's owned and affiliated television networks and stations, via domestic or foreign television signals, as well as through CATV and DBS systems, satellite broadcast, simultaneous internet broadcast, microwave, fiber optic, and/or other modes of broadcasting yet to be developed, but which may be utilized by BROADCASTER in the future. The Program shall be delivered to BROADCASTER utilizing English as the primary language. BROADCASTER is hereby granted the rights to translate, and subtitle the Program into foreign languages as needed. BROADCASTER is hereby granted the right to utilize up to three (3) minutes of footage from the Program for the promotional and marketing purposes related to the broadcast of the Program.

Consideration: BROADCASTER is granted broadcast rights gratis.

Delivery: PROGRAMMER shall deliver to BROADCASTER, at the address set forth herein, and to the attention of the Traffic Department, a DVD BROADCASTER shall be responsible for converting it to NTSC or making it ready (closed captioning) for the hearing impaired. Any editing of the program by BROADCASTER shall be sent on DVD to Boat Angel for approval.

Representations & Acknowledgements: PROGRAMMER represents and warrants that it has or will obtain, at its sole cost and expense, all rights necessary to enter into this Agreement and to permit the exercise by BROADCASTER of the rights herein granted including any and all music synchronization and mechanical rights and licenses as well as any and all performance rights by the artists and/or other material susceptible to performing rights contained in the Program. Such rights that PROGRAMMER does not have or cannot obtain are within the public domain and are free to exercise by BROADCASTER. The Program contains no defamatory statements and in no way infringes upon or violates any copyright, trademark or any proprietary rights of any third parties. PROGRAMMER believes and hereby represents to BROADCASTER that the Program meets the above criteria. Should BROADCASTER determine, in its sole discretion, that the Program does not meet the above criteria, BROADCASTER shall have the right to decline to broadcast or promote the same, in its sole discretion. BROADCASTER's decision in these matters is final. Upon notification of the above, PROGRAMMER will have the ability to modify any Program to meet BROADCASTER's criteria. Should PROGRAMMER, fail or refuse to modify the Program, BROADCASTER is hereby granted the authority to edit the Program, as needed, to meet its criteria.

Entire Agreement: This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and amount the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

Notices: All notices, statements and/or requests for approvals ("notices") that either Party hereto is required or may desire to give to the other shall be given in writing by addressing the same to the other at the addresses set forth herein, or at such other address as may be designated, in writing, by any such Party in a notice to the other. Notices shall be by either personal delivery, overnight courier, (Fed Ex, etc.) or by first class registered mail, return receipt requested, postage prepaid, deposited in the United States Mail. Said notice shall be deemed served and received on the date executed on a receipt of acceptance or if by personal delivery, upon physical delivery of the same. The Parties acknowledge and agree that although they may communicate with each other through e-mail, fax, telex or telegram, these modes shall not be considered legal notice for the purposes of this Agreement.

Governing Law: All questions with respect to the construction of this Agreement, and the right and liabilities of the parties hereto, shall be governed by the laws of the State of Arizona. The parties also agree that the venue for this Agreement shall be in the County of Maricopa. The parties expressly waive any claim to jurisdiction in any federal or other state forum or venue in any other county or place. In the event of any controversy, claim or dispute between the Parties hereto, including, but not limited to, any action at law or in equity, including any action for declaratory or injunctive relief, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party all of his or her actual attorney's fees and costs in bringing, prosecuting, or defending said action.

Successors and Assigns: Subject to the restrictions against assignment as herein contained, this Agreement shall be binding upon and inure to the benefit of the Parties, their predecessors, assigns, successors in interest, personal representatives, their past and present attorneys, principals, employees, independent contractors, officers, directors, shareholders, parents, issue, subsidiaries, agents, servants, estates, heirs, administrators, executors, conservators, trustees, legatees, and other affiliated entities of each of the Parties hereto.

Modification, Severability & Waiver: This Agreement may not be altered, modified, or changed in any manner except by a writing executed by the party against whom it is to be enforced. Waiver of the breach of any of the provisions of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are signatory to the original or the same counterpart. The Parties may execute this Agreement by way of FAX and/or electronic means and such signatures shall be treated as original signatures for all purposes.

IN WITNESS WHEREOF the parties have caused these presents to be signed by their duly authorized officers on the dates set forth herein below:

BOAT ANGEL OUTREACH CENTER

By: Brian Stewart

By: Broadcaster