

KILLER TRACKS™

CABLE BLANKET LICENSE *Master and Synchronization AGREEMENT*

This agreement (the "AGREEMENT") is made this 14th day of March, 2012 by and between Killer Tracks, a unit of Universal Music – MGB NA LLC, 2110 Colorado Ave, Suite 110, Santa Monica, CA, 90404 (hereafter referred to as KT) and City of Peoria, an Arizona municipal corporation, 8351 W Cinnabar Ave, Peoria, AZ, 85345 (hereafter referred to as COMPANY).

Whereas, KT is the owner or administrator of certain rights in and to the musical compositions and sound recordings (hereafter referred to as COMPOSITIONS) in the production music libraries as listed in Exhibit "A" (hereafter referred to as LIBRARIES).

Whereas COMPANY desires to license the COMPOSITIONS in the LIBRARIES for use in its productions (hereafter collectively referred to as "COMPANY Productions").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, KT HEREBY GRANTS TO COMPANY THE FOLLOWING RIGHTS:

1. In consideration of the payment of the sum of Eight Thousand Eight Hundred Fifty US Dollars (\$8,850.00), payable as follows: Two Thousand Nine Hundred fifty US Dollars (\$2,950.00) is due within thirty (30) days of signing and execution of the AGREEMENT. In addition, two (2) Two Thousand Nine Hundred fifty US Dollars (\$2,950.00) are due on or before March 14th, 2013 and March 14th, 2014, respectively. KT grants to COMPANY the non-exclusive license and authority to record and embody the compositions comprising the LIBRARIES (synchronize) in COMPANY Productions, to make copies of such embodiments and to perform in COMPANY's "market" as hereafter defined in Paragraph 2 below, such copies, subject to the terms and conditions of this AGREEMENT. Except as provided in Paragraph 10 hereof, upon the termination or expiration of this AGREEMENT COMPANY may continue to perform COMPANY Productions embodying parts of LIBRARIES within COMPANY's "market".

If at any time COMPANY'S account becomes past due by more than ninety (90) days, and after notice of such status by KT, KT may, at its sole discretion, and in addition to any other remedies that KT may be entitled to, enlist a third party to collect monies due hereunder and COMPANY will be responsible for any and all actual legal or collection fees incurred by KT, in addition to any other monies KT may be entitled to under the law.

2. The territory covered by this license is COMPANY's "market" as defined by Nielsen/Arbitron.

3. The term of this license shall be for Three (3) Year(s), commencing on the 14th day of March, 2012 and ending on the 13th day of March, 2015. COMPANY agrees to pay to KT the license fee for the initial term as provided in Paragraph 1 above.

4. COMPANY agrees that the use of the COMPOSITIONS from the LIBRARIES shall be limited to the following:

* INTERNET - Free digital downloads/streaming. Does not include episodic/series productions or themes. For purpose of this Internet Clearance, the territory is considered to be the World.

* BROADCAST (Local TV)

- Commercials, promos, and PSAs
- Programming including episodes, but excluding themes
- News, excluding themes

* NON BROADCAST - COMPANY's non-broadcast, in house use

Any Broadcast Clearances above allow COMPANY to use the COMPOSITIONS in synchronization with COMPANY Productions via or rebroadcast by COMPANY within COMPANY's Territory (as described in paragraph 2).

Use of the LIBRARIES is restricted to COMPANY's usage only. Requests for usage of COMPANY Productions containing KT compositions by non-COMPANY entities will require additional permission and license from KT.

Under no circumstances may COMPANY use COMPOSITIONS not synchronized with a COMPANY Production for commercial re-sale in any other form of media now existing, or hereafter devised, to the general public. These rights, commonly known as Mechanical Rights must be obtained separately from KT.

All rights not specifically granted above are reserved to KT.

5. KT warrants that it has the full right, power and authority to make this AGREEMENT and to grant the rights granted herein. KT reserves to itself all rights and uses of every kind and nature whatsoever in and to the LIBRARIES, including, without limitations, the mechanical and the grand and small performing rights, other than such limited right of synchronization specifically granted herein and specifically limited to the uses designated herein. All other rights and uses shall be negotiated separately with KT, or with the performing rights society to which the performing rights to the LIBRARIES has been assigned.

6. KT shall make available to COMPANY the COMPOSITIONS in LIBRARIES in the form of compact discs and/or digital equivalent (CD) recordings as listed in Exhibit "A" which are on loan to COMPANY during term hereof. COMPANY agrees that it shall not make any copies of the COMPOSITIONS other than for COMPANY's use as specified in this license, shall not without KT's prior written consent sell, lease, lend, give or otherwise transfer the COMPOSITIONS from the CDs to any other configuration for sale or giveaway to other person, persons or entities. Upon termination or expiration of this AGREEMENT, all material must be returned immediately to KT at COMPANY's expense. COMPANY agrees to reimburse KT in the amount of Seventy-Five US Dollars (\$75.00) for each missing or damaged CD. Any temporary copies of the COMPOSITIONS made by COMPANY during the course of normal production must be returned or destroyed.

7. Upon COMPANY'S request, COMPANY may preview additional CDs not listed in EXHIBIT "A", at anytime during the term of this AGREEMENT, for a period of thirty (30) days from receipt of preview CDs. In the event COMPANY would like to add any preview CDs to this AGREEMENT, each additional preview CD will be invoiced at a rate of One Hundred US Dollars (\$100.00) per CD for the balance of the term of the AGREEMENT. If COMPANY does not wish to retain the preview CDs, they must be returned in good condition to KT at COMPANY's expense within ten (10) days following the conclusion of the preview period. If preview CDs are not returned to KT within the ten (10) day return period, and no other arrangements have been made, COMPANY will be billed at the aforementioned rate, regardless of whether or not COMPANY has actually used the preview CDs. All terms of this license shall apply to any additional preview CDs retained by COMPANY during the term of this AGREEMENT.

8. The LIBRARIES are granted by this AGREEMENT to COMPANY solely for its usage and may not be physically conveyed or transferred to any person, firm or corporation by COMPANY without KT's prior written consent. Upon KT's request, COMPANY agrees to supply KT with an audio-video copy in a mutually agreed upon format of a specific production(s) produced by COMPANY utilizing LIBRARIES solely for the purpose of promoting KT.

9. In the event that COMPANY violates this AGREEMENT or breaches any of its covenants contained herein, COMPANY, upon written notice from KT, shall have a period of thirty (30) days to materially cure such claim. If claim is not resolved during such period, the license hereunder may be terminated at KT's sole discretion. KT shall thereafter be under no obligation to license to COMPANY the use of the LIBRARIES or any COMPOSITIONS contained therein for any purpose whatsoever. In addition to any other remedy available to KT, should COMPANY be unable to cure such claim during the thirty (30) days, KT shall thereupon be entitled to seek an injunction to enjoin COMPANY from any new use of said LIBRARIES produced before or after notification of breach.

10. COMPANY acknowledges that KT owns or administers the copyrights in and to the subject matter of the material to be licensed hereunder, and that any further uses of said material after the expiration of the term are infringements of KT's copyrights; provided, however, for those of COMPANY's Productions in which compositions from the LIBRARIES were synchronized during the term hereof, COMPANY may continue for the length of the copyright in such Productions, to use the original Production (without any audio or visual changes), as it embodies the compositions in the manner set forth in Paragraph 4 hereof except as otherwise provided herein.

11. COMPANY agrees to take all steps necessary to comply with the performing rights licensing requirements as stipulated in the COMPANY's AGREEMENT with BMI, ASCAP, SESAC, and/or any other Performing Rights Society.

12. COMPANY warrants and represents that: (i) it has the right and power to enter into this AGREEMENT, and to fully perform in accordance with all of the terms hereof; and (ii) it shall comply with all applicable laws, rules and regulations in the performance of its obligations hereunder. COMPANY shall indemnify, defend and hold harmless KT

from and against any loss or damage suffered by KT as a result of any use of any MASTER that is inconsistent with the terms of this AGREEMENT or any breach or alleged breach of COMPANY's warranties or representations hereunder.

13. Based upon COMPANY's full and complete performance under this AGREEMENT and provided that COMPANY is not in material breach of this AGREEMENT, KT agrees to indemnify COMPANY and hold it harmless from and against any and all losses and damages, incurred as a result of a breach of KT's representations and warranties hereunder, provided, however, that KT's total liability for indemnification hereunder shall not exceed the amount received by KT from COMPANY under this AGREEMENT as of the date of KT's receipt of notice of alleged breach.

14. This AGREEMENT shall be governed by and construed in accordance with the Laws of the State of Arizona and the jurisdiction of any dispute hereunder shall be with the United States Court, for the District of Arizona or the Arizona Superior Court located in Phoenix, Arizona.

15. The license granted herein shall not become effective for any purpose until accepted and executed by an authorized representative on behalf of COMPANY and by an authorized representative on behalf of KT. Notwithstanding the foregoing, this AGREEMENT shall be binding upon full and complete execution by the parties hereto. Neither party may assign this AGREEMENT or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that KT may, without the consent of COMPANY, assign this AGREEMENT, or any of its rights or obligations hereunder, to any party controlling, controlled by or under common control with KT, to any party as part of a sale by KT of stock or a substantial portion of KT's assets or to any party with whom KT may merge or enter any other business combination.

16. This AGREEMENT constitutes the entire AGREEMENT of the parties hereto and may not be amended except by an AGREEMENT in writing executed by the parties hereto. To the extent that the terms and conditions of this AGREEMENT conflict with another unexecuted document (i.e., purchase order, etc.) then the terms of this AGREEMENT shall prevail. **COMPANY and KT agree that a faxed or emailed counterpart of the AGREEMENT evidencing the signature of a party shall be effective as an original signature for all purposes.**



AUTHORIZED SIGNATURE
City of Peoria

Materials Management Supervisor

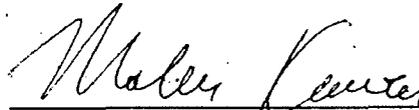
TITLE

Dan Zenko

2/22/2012

PRINT NAME

DATE



Maher Kavar - Account Executive
Killer Tracks, a unit of Universal Music - MGB NA LLC
Federal Tax ID 95-310-4625

EXHIBIT A

Libraries Available	Updates	Package Description	# of CDs
ATMOS	Yes	Atmosphere	267
CM	Yes	Chronic Trax	83
EDGE	Yes	Killer Edge	98
KT	Yes	Killer Tracks	284
MAT	Yes	Match Music Library	142
NM	Yes	Network Music	Latest 50 CDs
NYB	Yes	Not Just Jingles/New York Beats	102

TOTAL CD COUNT	1026
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City of Peoria / Shipping Contact & Email

Eric Rodriguez

Eric.Rodriguez@peoriaaz.gov

City of Peoria / Billing Contact & Email

Yvette Bragg

Yvette.Bragg@peoriaaz.gov

Please make checks payable to Killer Tracks at address below
15044 Collections Center Drive
Chicago, IL 60693
Website: www.killertracks.com
Phone: (800) 454-5537 Fax: (800) 787-2257

CITY OF PEORIA, ARIZONA
A Municipal Corporation



Dan Zenko, Materials Management Supervisor
City of Peoria

Approved as to form:

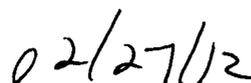


Stephen M. Kemp, City Attorney
City of Peoria

Attested by:



Wanda Nelson, City Clerk
City of Peoria



Date