

Warner Bros. Records Inc.
3300 Warner Boulevard
Burbank, California, 91505

Dated as of September 1, 2005

MUSIC CHOICE
525 7th Ave.
12th Floor
New York, NY 10018
Attn: Gary Susalis

Re: Music Choice Promotion of Trapt Album *Someone In Control*

Dear Gary:

Warner Bros. Records Inc. ("WBR" or "we" or "us") has the exclusive exploitation rights in the sound recordings embodied in the above-referenced album (collectively the "Sound Recordings") by the artist professionally known as Trapt (the "Artist"). In connection with Music Choice conducting a mutually agreeable promotion for the Artist, we hereby grant Music Choice a non-exclusive right to transmit the Sound Recordings in sequential order as embodied on the above-referenced album on the Music Choice Rock Channel (each such transmission shall hereinafter be referred to as a "Broadcast") solely once per day during the time period beginning September 6, 2005 and ending September 13, 2005 (the "Broadcast Period"). Without limiting any of our rights or remedies, each of which are hereby expressly reserved, and subject to the terms and conditions set forth in this letter, solely as between Music Choice and WBR, WBR hereby agrees to grant such license without regard to any restrictions or obligations under the Digital Performance Right in Sound Recordings Act of 1995 (the "DPRSA") or any other provision of Title 17 of the U.S. Code, each as amended, including the statutory license conditions of §114(d)(2)(B)(i) of the DPRSA solely with respect to the Broadcasts and solely during the Broadcast Period.

Other than any underlying periodic subscriber fees charged by cable or satellite services transmitting the Broadcast, the Broadcasts shall be free transmissions to subscribers (i.e., subscribers shall not be charged an additional fee or payment to receive the Broadcasts) and such transmissions shall take place solely via your digital audio service. Except as provided herein, you will have no right to re-transmit the Broadcasts, either in whole or in part, or otherwise exploit it in any manner whatsoever, in whole or in part, at any time thereafter. You will not sublicense, assign or convey in any manner any of the rights granted herein.

In connection with the Broadcasts, as between Music Choice and WBR, Music Choice shall be responsible for obtaining any and all rights (excluding rights with respect to Artist and other parties who performed services with respect to the creation of the Sound Recordings) necessary for the transmission of the Broadcasts and the promotion thereof, including,

without limitation, obtaining any musical composition rights necessary for the transmission of the Broadcasts and for all costs associated with the Broadcasts and the promotion thereof.

Music Choice shall prominently promote the Broadcasts with at least 880 easily readable on-screen ad panels (each of which ad panels will be displayed for a duration of at least 30 seconds) displayed and transmitted on the Music Choice Rock Channel over a ten-day period commencing prior to the Broadcast Period free of charge to WBR and Artist.

Any and all rights of any kind or nature whatsoever are expressly reserved by us, except as expressly provided in this letter. Please indicate below your acceptance with the terms and conditions contained in this letter and return a signed copy to my attention, by fax, at 818-840-2340. If you have any questions, I can be reached directly at 818-953-3468.

Very truly yours,

Thomas P. McLean

ACCEPTED AND AGREED TO:

MUSIC CHOICE

By: 

GARY SUSACIS

cc: B. Brown*, S. Genco, R. Gordon

Warner Bros. Records Inc.
3300 Warner Boulevard
Burbank, California, 91505

Dated as of August 5, 2005

MUSIC CHOICE
525 7th Ave.
12th Floor
New York, NY 10018
Attn: Gary Susalis

Re: Music Choice Promotion of Disturbed Album *Ten Thousand Fists*

Dear Gary:

Warner Bros. Records Inc. ("WBR" or "we" or "us") has the exclusive exploitation rights in the sound recordings embodied in the above-referenced album (collectively the "Sound Recordings") by the artist professionally known as Disturbed (the "Artist"). In connection with Music Choice conducting a mutually agreeable promotion for the Artist, we hereby grant Music Choice a non-exclusive right to transmit the Sound Recordings in sequential order as embodied on the above-referenced album on the Music Choice Rock Channel (each such transmission shall hereinafter be referred to as a "Broadcast") solely once per day during the time period beginning September 13, 2005 and ending September 20, 2005 (the "Broadcast Period"). Without limiting any of our rights or remedies, each of which are hereby expressly reserved, and subject to the terms and conditions set forth in this letter, solely as between Music Choice and WBR, WBR hereby agrees to grant such license without regard to any restrictions or obligations under the Digital Performance Right in Sound Recordings Act of 1995 (the "DPRSA") or any other provision of Title 17 of the U.S. Code, each as amended, including the statutory license conditions of §114(d)(2)(B)(i) of the DPRSA solely with respect to the Broadcasts and solely during the Broadcast Period.

Other than any underlying periodic subscriber fees charged by cable or satellite services transmitting the Broadcast, the Broadcasts shall be free transmissions to subscribers (i.e., subscribers shall not be charged an additional fee or payment to receive the Broadcasts) and such transmissions shall take place solely via your digital audio service. Except as provided herein, you will have no right to re-transmit the Broadcasts, either in whole or in part, or otherwise exploit it in any manner whatsoever, in whole or in part, at any time thereafter. You will not sublicense, assign or convey in any manner any of the rights granted herein.

In connection with the Broadcasts, as between Music Choice and WBR, Music Choice shall be responsible for obtaining any and all rights (excluding rights with respect to Artist and other parties who performed services with respect to the creation of the Sound Recordings) necessary for the transmission of the Broadcasts and the promotion thereof, including

without limitation, obtaining any musical composition rights necessary for the transmission of the Broadcasts and for all costs associated with the Broadcasts and the promotion thereof.

Music Choice shall prominently promote the Broadcasts with at least 880 easily readable on-screen ad panels (each of which ad panels will be displayed for a duration of at least 30 seconds) displayed and transmitted on the Music Choice Rock Channel over a ten-day period commencing prior to the Broadcast Period free of charge to WBR and Artist.

Any and all rights of any kind or nature whatsoever are expressly reserved by us, except as expressly provided in this letter. Please indicate below your acceptance with the terms and conditions contained in this letter and return a signed copy to my attention, by fax, at 818-840-2340. If you have any questions, I can be reached directly at 818-953-3468.

Very truly yours,

Thomas P. McLean

ACCEPTED AND AGREED TO:

MUSIC CHOICE

By 

GARY SUSALIS

cc: B. Brown*, S. Genco, R. Gordon



MUSIC CHOICE®

110 Gibraltar Road
Suite 200
Horsham, PA 19044

September 6, 2005

Century Media Records
1453-a 14th street #324
santa monica, ca 90404

Dear Kurt Briggs,

Music Choice desires to transmit on its digital audio service via all distribution and transmission mediums (e.g., cable, satellite, telco and Internet) all of the sound recordings from God Forbid's IV: Constitution Of Treason without having to comply with restrictions under applicable copyright laws, and is requesting Century Media Records permission to do so.

Accordingly, Century Media Records hereby grants to Music Choice the non-exclusive right to transmit, broadcast, play and publicly perform such sound recordings, including the right to create any ephemeral recordings or incidental copies necessary for the foregoing activities, by such means of digital transmission or retransmission as Music Choice uses to transmit its digital audio service and without regard to any restrictions or obligations under the Digital Performance Right in Sound Recordings Act of 1995, the Digital Millennium Copyright Act or any other provision of Title 17 of the United States Code, each as amended, including, without limitation, the restrictions set forth in 17 U.S.C. Secs. 112, 114(d)(1)(C)(iv) and 114(d)(2)(B). Century Media Records has the full right and authority to make the foregoing grant of right to Music Choice. Music Choice acknowledges that it shall be responsible for paying any music performance fees required for its performance of the musical compositions embodied in such sound recordings.

Please acknowledge your agreement with the above by having a duly authorized representative sign and return this letter to me by facsimile at 646-459-3309. If you have any questions, please call me at 646-459-3318. I appreciate your cooperation on this matter.

Very truly yours,

Gary M. Susalis
Associate Rock Programmer

ACCEPTED AND AGREED:

Century Media Records

By: 

9/6/05

MUSIC CHOICE

Star Road
P.O. Box 100
Allentown, PA 19044

June 13, 2000

Metal Blade Records
325 California St, PMB 302
San Francisco, CA 94102

Dear Jennifer Graham

Music Choice desires to transmit on its digital audio service via all distribution and transmission mediums (i.e., cable, satellite, telco and Internet) all of the sound recordings from the III: In The Eyes Of The Beast without having to comply with restrictions under applicable copyright laws, and is requesting Metal Blade Records' permission to do so.

Accordingly, Metal Blade Records hereby grants to Music Choice the non-exclusive right to transmit, broadcast, play and publicly perform such sound recordings, including the right to create any ephemeral recordings or incidental copies necessary for the foregoing activities, by such means of digital transmission or retransmission as Music Choice uses to transmit its digital audio service and without regard to any restrictions or obligations under the Digital Performance Right in Sound Recordings Act of 1995, the Digital Millennium Copyright Act or any other provision of Title 17 of the United States Code, each as amended, including, without limitation, the restrictions set forth in 17 U.S.C. Secs. 112, 114(c)(1)(C)(iv) and 114(d)(2)(B). Metal Blade Records has the full right and authority to make the foregoing grant of right to Music Choice. Music Choice acknowledges that it shall be responsible for paying any music performance fees required for its performance of the musical compositions embodied in such sound recordings.

Please acknowledge your agreement with the above by having a duly authorized representative sign and return this letter to me by facsimile at 646-459-3309. If you have any questions, please call me at 646-459-3313. I appreciate your cooperation on this matter.

Very truly yours,

Gary Susalis
Rock Programmer/Producer

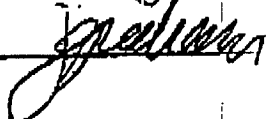
ACCEPTED AND AGREED:

Metal Blade Records

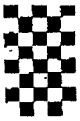
Print Name:

Jennifer Graham

Sign Name:



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Music CHOICE®

110 Gibraltar Road
Suite 200
Horsham, PA 19044

Post-It® Fax Note	7671	Date	8/17	# of pages	1
To	GARY/MC		From	TOM/EVR	
Co./Dept.			Co.		
Phone #			Phone #		
Fax #	646-459-3309		Fax #		

August 15, 2006

Equal Vision Records
PO Box 38202
Albany, NY 12203

Dear Tom Mullen,

Music Choice desires to transmit on its digital audio service via all distribution and transmission mediums (e.g., cable, satellite, telco and Internet) all of the sound recordings from Seemless' *What Have We Become* CD without having to comply with restrictions under applicable copyright laws, and is requesting Equal Vision Records permission to do so.

Accordingly, Equal Vision Records hereby grants to Music Choice the non-exclusive right to transmit, broadcast, play and publicly perform such sound recordings, including the right to create any ephemeral recordings or incidental copies necessary for the foregoing activities, by such means of digital transmission or retransmission as Music Choice uses to transmit its digital audio service and without regard to any restrictions or obligations under the Digital Performance Right in Sound Recordings Act of 1995, the Digital Millennium Copyright Act or any other provision of Title 17 of the United States Code, each as amended, including, without limitation, the restrictions set forth in 17 U.S.C. Secs. 112, 114(d)(1)(C)(iv) and 114(d)(2)(B). Equal Vision Records has the full right and authority to make the foregoing grant of right to Music Choice. Music Choice acknowledges that it shall be responsible for paying any music performance fees required for its performance of the musical compositions embodied in such sound recordings.

Please acknowledge your agreement with the above by having a duly authorized representative sign and return this letter to me by facsimile at 646-459-3309. If you have any questions, please call me at 646-459-3318. I appreciate your cooperation on this matter.

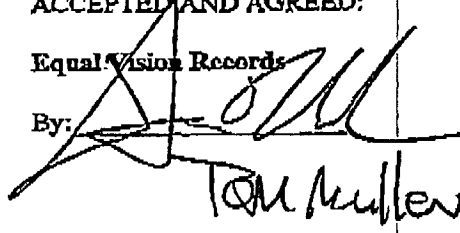
Very truly yours,

Gary Susalis
Rock Programmer/Producer

ACCEPTED AND AGREED:

Equal Vision Records

By:


Tom Mullen → Director of Marketing



MUSIC CHOICE[®]

328 West 34th St.
New York, NY 10001

January 20, 2006

Ferret Music
258 Livingston Ave
New Brunswick NJ 08901

Dear Ferret Music:

Music Choice desires to transmit on its digital audio service via all distribution and transmission mediums (e.g., cable, satellite, telco and Internet) all of the sound recordings from *In Flames Come Clarity* CD without having to comply with restrictions under applicable copyright laws, and is requesting Ferret Music's permission to do so.

Accordingly, Ferret Music hereby grants to Music Choice the non-exclusive right to transmit, broadcast, play and publicly perform such sound recordings, including the right to create any ephemeral recordings or incidental copies necessary for the foregoing activities, by such means of digital transmission or retransmission as Music Choice uses to transmit its digital audio service and without regard to any restrictions or obligations under the Digital Performance Right in Sound Recordings Act of 1995, the Digital Millennium Copyright Act or any other provision of Title 17 of the United States Code, each as amended, including, without limitation, the restrictions set forth in 17 U.S.C. Secs. 112, 114(d)(1)(C)(iv) and 114(d)(2)(B). Ferret Music has the full right and authority to make the foregoing grant of right to Music Choice. Music Choice acknowledges that it shall be responsible for paying any music performance fees required for its performance of the musical compositions embodied in such sound recordings.

Please acknowledge your agreement with the above by having a duly authorized representative sign and return this letter to me by facsimile at 646-459-3309. If you have any questions, please call me at 646-459-3318. I appreciate your cooperation on this matter.

Very truly,

Gary Susakis
Metal Programmer

ACCEPTED AND AGREED:

Ferret Music

By 

CARL SEVERSON