

**TERM SHEET
DECEMBER 1, 2009
MADBAK, LLC (THE "COMPANY")**

Issuer: MadBak, LLC

Purchasers: National Association of Broadcasters, referred to herein individually as an "Investor" and are together referred to herein as "Investors".

Amount of Anticipated Investment: \$500,000

Securities Being Purchased: 500,000 shares of Common Stock with a purchase price of \$1.00 per share; representing 10% on a fully diluted basis.

Use of Proceeds: Proceeds from offering will be used for development of the Syncbak technology pilot (prototype), conducting market trials, intellectual property development and other start up costs for the company.

Pro Forma Capitalization: The Company's shares outstanding after closing of the sale of 100% of the Common Stock:

| | | |
|-----------------------------------|----------------|------------|
| Founder | 4,000,000 | 80% |
| NAB – Fastroad Fund | 500,000 | 10% |
| Series A – <i>other investors</i> | <u>500,000</u> | <u>10%</u> |
| Total Common Stock | 5,000,000 | 100% |

Voting Rights: One vote per share on any matters submitted to the shareholders for vote.

Preemptive Rights: Each of the investors and Founder will have the right to purchase a pro rata share of any future offerings by the Company of any class of equity (or equity equivalents).

Right of First Refusal: Transfers of the Common Stock shall be subject to a right of first refusal in favor of the Company, subject to customary exceptions for transfers to affiliates.

Drag-Along Rights: If the holders of a majority of the common stock of the Company approve a sale of the Company (an "Approved Sale"), each stockholder shall vote for, consent to and raise no objections against such Approved Sale. "Sale of the Company" shall be defined as any transaction or series of transactions pursuant to which any person(s) or entity(ies) in the aggregate acquires (i) capital stock of the Company possessing the voting power to elect a majority of the Company's board of directors (whether by merger, consolidation, reorganization, combination, sale or transfer of the Company's capital stock, shareholder or voting agreement, proxy, power of

attorney or otherwise), or (ii) all or substantially all of the Company's assets determined on a consolidated basis.

Board Representation: The Board shall consist of 5 members.

Documentation: The purchase and sale of the Stock will be effected pursuant to definitive subscription agreement containing the terms set forth herein as well as representations and warranties, closing conditions and other provisions customary in transactions of this type.

Confidentiality: Each of the parties hereto agrees to hold the terms of this Term Sheet confidential, excluding disclosures to the Company's bank, accountants, attorneys and the individuals listed on Exhibit A who are planning to purchase common stock in the Company prior to the investment by the Investors or any disclosures necessary for obtaining approval of government entities with regulatory authority for the contemplated transaction.

Termination: This Term Sheet will terminate upon the earlier of: (1) the closing of the sale of the Common Stock; or (2) December 31, 2009.

This non-binding Term Sheet is intended to facilitate the resolution of investment terms between Investors and the Company with respect to an equity investment by Investors in the Company. Due diligence by Investors is under way and is not yet complete. Nothing contained herein shall be binding upon either party, except and until such time that Investors are satisfied, at their sole discretion, with the results of due diligence, and a mutually acceptable definitive agreement is executed between the parties. However, the parties recognize their mutual obligation to negotiate and proceed in good faith toward a mutually acceptable definitive agreement to be executed by the parties.

By _____

Date _____

By _____

Date _____

By _____

Date _____