

Artist Inducement Letter

The undersigned, (“Artist”) in the above agreement (the “Agreement”) of even date, between _____ (“Distributor”) and _____ (“Company”) of even date, hereby represents that the undersigned has read all of the terms and conditions of that certain Agreement and acknowledges that Company is entitled to the undersigned’s exclusive services pursuant to Artist’s Contract (as defined in the Agreement). The undersigned hereby further warrants and represents that the undersigned has had the opportunity to consult independent counsel before signing this document and has either consulted independent legal counsel or has voluntarily waived the right to do so. In consideration of, and as an inducement to Distributor’s entering into the Agreement, the undersigned:

1. hereby assents to the execution of the Agreement and agrees to be bound by all of the terms and conditions thereof.
2. hereby irrevocably guarantees, absolutely and unconditionally, the full and complete performance by Company of all the terms and conditions of the Agreement, including, without limitation, Company’s compliance with all of the warranties, representations, covenants and agreements therein made by Company.
3. hereby acknowledges that Company shall be, at all times during the term of the Agreement (as it may be extended), authorized to furnish the undersigned’s recording services to Distributor as provided therein. If, during the term of the Agreement or any extensions or renewals thereof, Company shall cease to be entitled to the undersigned’s recording services in accordance with the terms of Artist’s Contract (including, without limitation, if Company fails to exercise an option under the Artist Contract and Distributor has timely exercised the corresponding option under the Agreement), or if Company shall fail or refuse to furnish Master Recordings embodying the undersigned’s performances to Distributor, the undersigned shall, at Distributor’s request, do all such acts and things as shall give to Distributor the same rights, privileges, and benefits as Distributor would have had under the Agreement if Company had continued to be entitled to the undersigned’s recording services and if Company had continued to furnish Master Recordings to Distributor, and such rights, privileges, and benefits shall be enforceable by Distributor against the undersigned and all the terms and conditions contained in the Agreement shall be effective. No termination or modification of Artist’s Contract shall operate to diminish the undersigned’s liability or obligations to Distributor hereunder, and no breach of Artist’s Contract by Company shall be sufficient cause for the undersigned’s failure to fully perform for Distributor pursuant to the Agreement.
4. hereby acknowledges that the undersigned’s execution hereof shall include, but not be limited to, execution by the undersigned as an officer(s) or authorized signatory(ies) agreeing to the issuance of the licenses referred to therein on behalf of any music publishing company which is the publisher of Controlled Compositions (as such term is defined in the Agreement) and which is owned or controlled by any of the undersigned or by any Person which is owned or controlled by any of the undersigned.
5. hereby agrees that, if Company shall breach its contract with the undersigned, the undersigned shall immediately advise Distributor in writing of the details of such breach.
6. hereby irrevocably agrees to and hereby indemnifies, saves and holds Distributor harmless from any loss, damage, liability or expense (including reasonable attorney’s fees) which arise out of, result from, or relate to any breach or alleged breach of the Agreement or any provisions thereof by Company. The undersigned’s liability under the aforesaid assent and agreement to be bound, to guarantee and to indemnify is direct and immediate and not conditioned or contingent upon the pursuit by Distributor of any remedy Distributor may have against Company; and such liability of the undersigned is joint and several. Said assent and agreement to be bound, to guarantee and to indemnify by the undersigned shall not be subject to revocation at any time or for any reason, including, without limitation, any amendment to, or modification, extension, waiver, termination or discharge of, the Agreement, with or without notice to the undersigned. No delay on the part of Distributor in exercising any right or remedy in connection with the Agreement or said assent and agreement to be bound, to guarantee and to indemnify by the undersigned shall constitute a waiver of the rights of Distributor against the undersigned or shall be deemed a waiver of the obligations of the undersigned or of the right of Distributor to take further action without notice to or demand upon the undersigned. In no event shall any modification or waiver of the provisions of the aforesaid assent and agreement to be bound, to guarantee and to indemnify by the undersigned be effective unless in writing signed by a duly authorized signatory of Distributor, nor shall any such waiver be applicable except in the specific instance for which given. The undersigned hereby acknowledges that, except as may be expressly specified in the Agreement, Distributor shall have no obligation to make any payment whatsoever to the undersigned for or in connection with the Agreement, and Distributor’s exer-

Certificate of Authorship

Reference is hereby made to that certain recording project (“Project”) regarding the musical performance of the musical artist _____ (“Artist”) for which _____ (“Producer”) is to perform services as a producer. The Project is for _____ (“Company”).

Producer, for good and valuable consideration (receipt of which is hereby acknowledged), hereby acknowledges, certifies and agrees that all of the results and proceeds of the services of every kind heretofore rendered by and hereafter to be rendered by Producer in connection with the Project are and shall be deemed works “made-for-hire” (as contemplated and defined in Section 101 of the United States Copyright Act) for Company and/or works assigned to Company, as applicable. Accordingly, Producer further acknowledges, clarifies and agrees that Company is and shall be deemed the author and/or exclusive owner throughout the world of all the rights comprised in the copyright thereof (expressly including the copyrights in and to the “sound recordings” and any extension rights in connection therewith, excluding only the copyrights in the musical compositions embodied in the master recordings produced by Producer), and of any and all other rights thereto, and that Company shall have the right to exploit any or all of the foregoing in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all configurations as Company determines. Producer will, upon request, execute, acknowledge and deliver to Company and/or Artist such additional documents as Company and/or Artist may deem reasonably necessary to evidence and effectuate Company’s rights hereunder, and Producer hereby grants to Company the right as attorney-in-fact to execute, acknowledge, deliver and record in the United States Copyright Office or elsewhere any and all such documents.

Producer hereby grants to Company the right to issue and authorize publicity concerning Producer, and to use Producer’s name, approved likeness, and approved biographical material in connection with the exploitation of the Project; provided, however, Company shall not use Producer’s name, likeness or biographical material in connection with merchandising or other commercial tie-ins, but provided further that uses in connection with the exploitation of the master recordings produced in connection with the Project and/or the musical compositions embodied thereon in the form of phonograph records or audio-visual devices (such as videocassettes and videodiscs) shall not be deemed to be merchandising or other commercial tie-ins hereunder. Producer shall exercise approvals hereunder reasonably.

Producer warrants that all music and other materials and all compositions, ideas, designs and inventions of Producer that are furnished or selected by Producer in connection with the Project are or will be original with Producer or will be in the public domain throughout the world, and shall not infringe upon or violate any copyright of, or infringe upon or violate the right of privacy or any other right of, any person; Producer warrants that Producer is free to grant all rights granted and make all agreements made by Producer herein. Producer agrees to hold Company and its successors, licensees and assigns harmless from and against all damages, losses, costs and expenses (including reasonable attorneys’ fees and costs) which Company or any of its successors, licensees or assigns may suffer or incur by reason of any claim, demand or action by a third party which is inconsistent with any of the warranties made in this paragraph and which is reduced to final adverse judgment by a court of competent jurisdiction or settled with Producer’s consent (which consent shall not be unreasonably withheld or delayed).

Producer hereby covenants and agrees that no third party shall have or be deemed to have any lien, charge or other encumbrance upon any of said right conveyed to Company herein or proceeds derived therefrom, and that no act or omission by company, nor any other act, omission, or event of any kind shall terminate or otherwise adversely affect Company’s ownership of the rights conveyed herein.

Dated: _____

Commercial Jingle License

To:

On behalf of:

Date:

Composition:

1. In consideration of the sum of \$ _____ payable upon the execution hereof, we grant you the nonexclusive right to record on audio, film or video tape the above identified musical compositions in synchronization or timed relation with an advertising message for the above named product.
2. (a) The type of use is to be music and lyric in _____ commercials without parody revision.
(b) On or before the first telecast of the said film, you or your associates agree to furnish to us a reference copy.
3. The territory covered by this license is _____.
4. (a) This license is for a period of _____ year(s) plus options provided below, commencing upon first showing effective on or about _____.
(b) You may extend this license for _____ option period(s) of year(s) with _____ days prior notice and payment of \$ _____.
(c) Upon the expiration of this license all rights herein granted shall cease and terminate and the right to make or authorize any further use or distribution of any recordings made hereunder shall also cease and terminate, other than retention and use of reference copies.
5. Rights granted hereunder for the periods involved including any options shall be exclusive for _____ products.
6. We warrant and represent that we are the exclusive owner of all copyrights in and to the identified words and music and shall indemnify you, your agents, associates, client and other parties relying upon such representation to the full extent of all monies paid or payable hereunder. We further advise you that the composition is subject to a general license arrangement for broadcast use through _____ and that a direct, free license will be issued at your request to you or to any station following written notice of non(c)existence of such _____ general license. You, however, agree to use your best efforts to obtain and deliver to us a written designation of all national network placements of this commercial advertisement so as to advise _____ of appropriate credits therefor. No inadvertent failure to act in this regard shall be cause for cancellation or claim of damages and you reserve the right to cure any such failure by further best efforts with copies of correspondence to us.
7. All payments hereunder shall be made to _____.
8. This is a license to record only and does not authorize any use of the aforesaid musical composition(s) not expressly set forth herein. By way of illustration but not limitation, this license does not include the right to change or adapt the words or to alter the fundamental character of the music of said musical composition(s) or to use the title(s) thereof as the title or sub(c)title of said film.
9. Performance of the said musical composition(s) in the exhibition of said film is subject to the condition that each television station over which the aforesaid musical composition(s) is (are) to be so performed shall have a performance license issued by us or from a person, firm, corporation, society, association or other entity having the legal right to issue such performance license.
10. No sound records produced pursuant to this license are to be manufactured, sold and/or used separately or independently of said film.
11. The film shall be for television use only and may not be televised into theatres or other places where admission is charged.
12. All rights not herein specifically granted are reserved by us.
13. We warrant only that we have the legal right to grant this license and this license is given and accepted without other warranty or recourse. If said warranty shall be breached in whole or in part with respect to (any of) said musical compositions(s), our total liability shall be limited either to repaying to you the consideration theretofore paid under this license with respect to such musical composition to the extent of such breach or to holding you harmless to the extent of the consideration theretofore paid under this license with respect to such musical composition to the extent of said breach.

14. This license shall run to you, your successors and assigns, provided you shall remain liable for the performance of all of the terms and conditions of this license on your part to be performed and provided further that any disposition of said film or any prints thereof shall be subject to all the terms hereof, and you agree that all persons, firms or corporations acquiring from you any right, title, interest in or possession of said film or any prints thereof shall be notified of the terms and conditions of this license and shall agree to be bound thereby.

Date: _____

Signed: _____

Signed: _____

Copyright Assignment (Short Form)

ASSIGNOR:

ASSIGNEE:

FOR VALUE RECEIVED, Assignor hereby sells, assigns, transfers and sets over unto Assignee _____ percent (_____ %) of all right, title and interest (including but not limited all copyrights, vested and contingent therein) in the musical compositions set forth on the annexed Schedule (the "Compositions"), together with the exclusive worldwide right to administer and exploit all rights in and to the Compositions.

This Assignment includes all licenses and other agreements for the use of some or all of the Compositions, as well as any and all causes of action for royalties, for infringement, or otherwise, arising out of or relating to the use or exploitation of said composition, and the right to receive any and all fees, royalties or other compensation (other than the songwriter's share of public performance royalties collected by performing rights societies) due or to become due with respect to the Compositions from and after the effective date of this Assignment.

(Assignor)

By: _____

Dated:

Effective as of:

Cue Sheet Sample (Television Film)

Film Name: *This Business of Music*

Production Company: Krasilovsky & Gross

Original Air Date: December 19, 1999

Length of Film: 90 minutes

Abbreviations: BI = background instrumental; BV = background vocal; TC = theme close; VV = visual vocal

Cue #	Title	Composer	Publisher	How Used	Time
1	Medley consisting of				
	Signature	Jane Doe	Backbeat	BI	0.07
	Juniper	Jane Doe	Backbeat	VV	5.37
	Cowboys	Mike Roe	Apex	BI	0.34
2	Medley consisting of				
	Juniper	Jane Doe	Backbeat	BI	0.09
	Cowboys	Mike Roe	Apex	BI	0.45
	Juniper	Jane Doe	Backbeat	BI	0.38
3	Boy and Bird	Irv Max	ABC	BV	1.25
4	Kestrel	Bob Smith	ABC	BI	0.40
5	Medley consisting of				
	Juniper	Jane Doe	Backbeat	BI	0.15
	Signature	Jane Doe	Backbeat	BI	0.15
	Cleo	Bob Smith	HappyTunes	VV	1.25
6	Air Theme	Mary Loe	Apex	TC	0.30

Demo Shopping Agreement (Producer/Artist)

Dated:

(Artist)

Dear:

1. We (“Company”) hereby engage you (“Artist”), and Artist hereby accepts such engagement, to render exclusively to Company during the term of this Agreement Artist’s personal services in connection with the recording of demonstration recordings (hereafter “Demos”) and Masters (as hereinafter defined), and such other services as may be required by Distributor pursuant to the Recording Agreement (as hereinafter defined).

2. (a) It is the intent of the parties that Company endeavor to secure an agreement with a Major Record Label (as hereinafter defined) for the purpose of recording and distributing Records embodying Artist’s recorded musical performances. To that end, during the Initial Period (as defined in subparagraph 3(b) below) Artist shall record Demos for Company, in such number and sufficient in Company’s sole judgment to use for the solicitation of an offer from a Major Record Label (“Distributor”) to enter into an agreement with Company with respect to phonograph records and videos embodying master recordings (“Masters”) to be recorded by Artist (the “Recording Agreement”).

(b) As used herein, “Major Record Label” shall be defined as a record label or company: (i) which is a parent or subsidiary of, or is affiliated with one of the major “branch” distributors in the United States (which distributors are presently Sony Music, EMD, WEA, PolyGram, BMG, and Universal) or (ii) whose records are distributed in the United States by any such record label or company or (iii) an independent national distributor having annual gross sales of at least one million (\$1,000,000) dollars at the time.

(c) The Demos shall be recorded at times, dates, and recording studios designated by Company and pursuant to a budget determined or approved by Company in writing, Company shall have no obligation to pay Artist any compensation in connection with the recording of the Demos. The cost of recording the Demos shall be paid by Company and shall be recouped from any and all monies payable to Artist pursuant to this Agreement.

3. (a) The term of this Agreement will commence as of the date hereof.

(b) The first Contract Period of the term (hereinafter referred to as the “Initial Period”) will end on the earlier of (i) _____ months after the date of completion of satisfactory Demos, or (ii) upon Company’s entering into a Recording Agreement with a Distributor.

(c) Artist grants to Company _____ separate and successive options to extend the term of this Agreement for further, successive periods of _____ year(s) each (hereinafter collectively and individually referred to as “Option Periods”). Each option shall be deemed exercised unless Company shall give Artist written notice to the contrary _____ prior to the date that the then current contract period would otherwise expire. During each Option Period, Artist shall record _____ Album(s) or such other number of recordings as is set forth in the Recording Agreement (the “Recording Commitment”).

4. (a) Notwithstanding anything to the contrary contained in above, if Company enters into a Recording Agreement, then the term of this Agreement shall be deemed automatically amended so as to be co-terminus with the term of the Recording Agreement. In the event Company has not entered into or negotiated the material terms of a Recording Agreement during the period specified above, Artist shall have the right to terminate this Agreement by giving Company written notice within _____ days thereafter. Unless Company has, prior to the receipt of such notice, (i) entered into or negotiated the material terms of a Recording Agreement or (ii) received an offer from a record company to enter into a Recording Agreement, the term hereof shall terminate upon receipt of such notice; provided, however, if subparagraph (ii) above is applicable the Initial Period shall be automatically extended for an additional _____ days or until a Recording Agreement is entered with the offeror, whichever is sooner.

(b) In the event a Recording Agreement is not consummated, or if the Recording Agreement expires or terminates prior to the recording of _____ albums embodying Artist’s performances, then the term of this Agreement shall be suspended until the date on which Company enters into a new Recording Agreement with a new distributor and in such event the term of this Agreement shall be extended and shall continue until the expiration or termination of the term of the new Recording Agreement, provided, however, that any such suspension shall not continue for more than _____ months, provided further that if Company requires Artist to render services for the recording of additional Demos or Masters for use in securing a new Recording Agreement, such suspension shall continue until the

later of (i) the foregoing _____ month period or (ii) _____ days from the date satisfactory additional Demos are completed.

(c) In the event this Agreement terminates pursuant to the provisions above, and provided that Artist has then fulfilled all of Artist's material obligations hereunder, Artist shall have the right, upon request, to utilize the Demos for a period of _____, solely for the purpose of soliciting an offer from a distribution company for a Recording Agreement. In the event Artist secures an offer from a bone fide record distribution company, the terms of said agreement shall be negotiated by and entered into by Company as if it were secured by Company prior to the expiration of the Initial Period, and all the terms of this Agreement shall thereafter apply, provided that Company shall have the right of approval of whether such record distribution company is satisfactory in Company's sole good faith judgment.

5. The selection of material, individual producers and similar creative matters with respect to the recording of Demos and Masters (but not the budgets or other business matters) shall be mutually determined by Artist and Company provided, that in the event of a disagreement, Company's decision shall be final and controlling. Notwithstanding the foregoing, Artist acknowledges and agrees that the Distributor may have rights of approval with respect to the selection of material, individual producers, or similar creative matters, and that the decision of the Distributor in such matters may be final and controlling.

6. Company shall have the right to require Artist to perform at such times and places as Company designates for the production of films or videotapes featuring Artist performances of compositions embodied in Masters recorded hereunder (hereinafter referred to as "Videos"). As between Artist and Company, Company shall be the sole and exclusive owner throughout the universe and in perpetuity of such Videos and all rights therein, including all copyrights and renewal of copyrights, and shall have all of the rights with respect thereto which are set forth below, including, without limitation, the right (but not the obligation) to use and exploit such Videos in any and all forms.

7. (a) All Demos and Masters recorded by Artist during the term of this Agreement shall, from the inception of recording, be Company's property for the world, free from any claims by Artist or any person deriving any rights or interest from Artist. Each Demo and Master shall be recorded under Company's supervision and control, in such manner that it is a "work-for-hire" for Company. If any Demo or Master is determined not to be a "work-for-hire", such Demo or Master (together with all rights therein and to all other products of Artist's services in connection with its recording) shall be deemed transferred and assigned to Company.

(b) Company and any person authorized by Company shall have the right and may grant to others the right to reproduce, print, publish or disseminate in any medium Artist's name, portrait, pictures, likenesses and biographical material concerning Artist, as news or information, or for the purposes of trade or for advertising purposes; provided, however, that no direct endorsement by Artist of any product or services shall be used without Artist's prior consent.

8. (a) Provided that Artist is not in breach of any of Artist's obligations hereunder, Company shall pay Artist, with respect to each Album recorded under the Recording Agreement in fulfillment of the Recording Commitment, as an advance against the royalties payable to Artist pursuant to this agreement, _____ (%) percent of the Net Advance or Net Recording Fund for such Album (if any) payable and actually received by Company from Distributor pursuant to the Recording Agreement.

(b) The terms "Net Advance" or "Net Recording Fund" as used herein shall mean all monies paid to Company by Distributor for each Album to be recorded pursuant to the terms of the Recording Agreement less all recording costs therefor (including, without limitation, producer fees and/or advances and the costs of clearing samples), video production costs, tour support, legal expenses (other than with respect to this Agreement) and all other amounts paid or payable by Company in respect of such Album.

(c) Artist's share of the Net Advance or Net Recording Fund for each Album shall be payable promptly after delivery to and acceptance by the Distributor of the relevant Album and Company's receipt of the final payment due Company from the Distributor under the Recording Agreement with respect thereto.

(d) Each Album shall be recorded pursuant to a recording budget prepared by Company. All Recording Costs shall constitute advances to Artist and shall be recouped from any and all royalties payable to Artist hereunder (other than mechanical royalties for so-called Controlled Compositions, to the extent that such mechanical royalties do not exceed any "cap" in the Recording Agreement). In the event the Recording Costs of any particular Album exceed the approved budget for such Album, Company shall have the right to charge and/or deduct such excess from any and all sums otherwise payable to Artist hereunder or otherwise.

(e) Any penalties charged to Company including without limitation penalties due to failure to effect timely compliance with any of Distributor's obligations under any applicable agreement with any union or labor organization

and/or penalties asserted by Distributor due to the late delivery of Masters, shall be Artist's responsibility. Company shall have the right to either deduct the amount of such penalties from any and all sums otherwise payable to Artist hereunder or, at Company's sole discretion, to treat the amount of such penalties as advances to Artist which shall be fully recoupable from any and all sums otherwise payable to Artist hereunder.

(f) Without limiting the generality of this paragraph, any and all monies paid by Company to Artist or on Artist's behalf (other than royalties), and any and all monies paid by Distributor to Artist or on Artist's behalf (including, without limitation, tour support payments, video production costs and monies expended in connection with third party promotion or marketing of records embodying Masters hereunder) shall be deemed advances to Artist recoupable out of any and all royalties payable to Artist hereunder. _____ percent of all legal fees and other reasonable expenses incurred by Company in securing the Recording Agreement shall also be recoupable from royalties payable to Artist hereunder.

9. (a) In full consideration of all services to be rendered by Artist and all of the rights granted by Artist pursuant to this Agreement, and subject to Artist performance of all of the material terms hereof, Company shall credit Artist account with the following royalties:

(i) With respect to sales of records embodying Master Recordings hereunder, Company shall credit Artist account with _____ (%) percent of the net royalties actually received by Company from the Distributor.

(ii) The royalty payable to Artist for singles, long-playing singles, foreign sales, budget records, mid-priced records, compact discs, club sales and other sales or uses of the Masters produced hereunder shall be reduced and pro-rated in the same proportion that Company's Basic Rate is reduced and pro-rated pursuant to the Recording Agreement. All royalties payable to Artist hereunder shall be computed, determined, calculated and paid in the same manner (e.g., container charges, free goods, definition of suggested retail list price or equivalent royalty base, percentages of sales, reserves, etc.) as royalties payable to Company by Distributor are computed, determined, calculated and paid, pursuant to the Recording Agreement. With respect to exploitation of the Masters for which the royalty payable to Company under the Recording Agreement is calculated as a percentage of net receipts or the like, Artist royalty shall be equal to _____ (%) percent of Company's net receipts therefrom.

(b) The royalty payable to Artist hereunder includes all royalties payable to Artist and any other person(s) engaged by Artist or Company for or in connection with the creation and recording of, or the acquisition of rights in, the Masters including, without limitation, one-half (1/2) of the royalty payable to any individual producer(s) of the Masters. Each individual producer of Masters hereunder shall be paid a royalty to be determined by Company with Artist consent, not to be unreasonably withheld or delayed, provided that Artist consent shall hereby be deemed given for the payment of a base royalty to any such individual producer not to exceed _____ (%) percent of the applicable suggested retail list price (or the wholesale equivalent) for net sales through normal United States retail channels of Albums solely embodying the Masters.

10. Company shall account and pay any royalties due to Artist within _____ days after Company's receipt of a royalty statement and payment from Distributor. Company may deduct from any royalty or other payment due to Artist under this Agreement any amount Artist may owe Company. Artist shall have the right to audit Company's books and records relating to the sale of records hereunder, but Artist right to audit Company, to object to statements and to institute a law suit in respect thereof shall be subject to the same terms, conditions and limitations as are contained in the accounting provisions of the Recording Agreement, and the deadline dates by which Artist shall be required to object to statements and to institute law suits in respect thereof shall be the dates _____ months prior to the deadline dates by which Company is required to object to statements rendered by the Distributor and to institute law suits in respect thereof pursuant to the Recording Agreement,

11. (a) Artist hereby irrevocably and absolutely assign, convey and set over to Company's publishing designee (hereinafter referred to as "Publisher") an undivided fifty (50%) percent interest in the worldwide copyright (and all renewals and extensions thereof) and all other rights in and to each musical composition written, owned or controlled, in whole or in part by Artist, prior to or during the Term hereof (each such Composition is sometimes hereinafter referred to as a "Controlled Composition"). Artist shall retain the remaining fifty (50%) percent thereof.

(b) (i) Publisher shall be the exclusive administrator of all rights in and to each such Controlled Composition, and it shall be entitled to exercise any and all rights with respect to the control, exploitation and administration of each Controlled Composition, including without limitation, the sole right to grant licenses, collect all income and to use the name, likeness and biographical material of each composer, lyricist and songwriter of each applicable Controlled Composition for the full term of copyright (including all renewals and extensions therein); and

(ii) Without limiting the generality of the foregoing, BMI, ASCAP or SESAC (the "Society") shall be

authorized and directed to pay directly to Publisher the publisher's share of performance fees collected by the Society with respect to public performances of Controlled Compositions.

(iii) Publisher shall issue mechanical licenses to Distributor and its designees for Controlled Compositions (as defined in the Recording Agreement) at the rates and on the terms (including, without limitation, those provisions relating to aggregate mechanical royalty limits and licenses for the use of Controlled Compositions in audiovisual programs) set forth in the Recording Agreement.

(iv) If Distributor is required to pay mechanical royalties in excess of the aggregate maximum mechanical royalties set forth in the Recording Agreement and such excess is charged back to Publisher or Company, Artist shall be responsible for such excess mechanical royalties. Any such excess mechanical royalties may be applied by the Distributor, Publisher or Company in reduction of mechanical royalties otherwise payable to Artist or, at Company's or the Distributor's election, Company may deduct the amount of such excess from any and all sums otherwise payable to Artist.

(c) Artist represents, covenants and warrants that the Controlled Compositions will be original and will not infringe upon or violate the rights of any person, firm corporation or other entity, and that Artist has the full and unencumbered right, power and authority to grant to Publisher all of the publishing rights herein granted to Publisher.

(d) From all royalties earned and received by Publisher in the United States from the exploitation of the Controlled Compositions throughout the world (the "Gross Receipts"), Publisher shall

(i) Reimburse itself for all direct out-of-pocket costs incurred by Publisher in connection with the exploitation, administration and protection of the Controlled Compositions;

(iii) Deduct and pay royalties payable to the writers (including Artist) of the Controlled Compositions (which Artist warrants and represents shall not exceed fifty (50%) percent of the Gross Receipts) after deduction of the amounts set forth in clause (i) above, which writer royalties shall not include any portion of the publisher share of public performance income; and

(iii) Pay to Artist an amount equal to fifty (50%) percent of the balance remaining after deducting the aggregate sums set forth in subparagraphs (i) and (ii) above, the remaining (50%) percent to be retained by Publisher for its sole use and benefit.

(e) Accountings shall be rendered _____ subject to all the terms and provisions (including those relating to the examination of Company's books and records) hereof.

(f) Any assignment made of the ownership or copyright in, or right to license the use of any Controlled Compositions shall be subject to the provisions of this paragraph.

(g) Artist shall promptly provide Publisher with a copy of any songwriter agreement(s) with the writer(s) of each Controlled Composition or such other agreement evidencing Artist rights in and to such Controlled Composition, and Artist shall provide Publisher with copies of such agreements with respect to Controlled Compositions not yet created promptly after their creation,

(h) Artist shall execute and deliver to Publisher any documents (including, without limitation, assignments of copyright and Publisher's standard co-publishing and songwriter agreements) which Publisher may reasonably require to evidence Publisher's ownership of the rights granted hereunder in respect of each Controlled Composition. If Artist shall fail to promptly execute such document, Artist hereby irrevocably grant to Publisher a power of attorney to execute such document in Artist name.

12. (a) Artist warrants, covenants and represents that (i) Artist have the right to enter into and fully perform this Agreement; (ii) Artist is not a party to any agreement which would in any way interfere with or restrict Company's ability to make or enter into the Recording Agreement or any of the Company's rights hereunder, (iii) that Artist will be bound by each representation and warranty made in the Recording Agreement not inconsistent with the provisions of this agreement, as though each such representation and warranty were incorporated herein. Artist agrees to execute any so-called "Inducement Letter" as may be required by any Distributor.

(b) Artist acknowledge and agree that Artist services are unique and extraordinary and that Company shall be entitled to injunctive relief to enforce the provisions of this Agreement, without the necessity or posting a bond or other security.

(c) Artist will at all times indemnify and hold harmless Company, the Distributor and Company's and Distributor's respective licensees, successors and assigns from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any breach by Artist of any warranty or representation made by Artist in this Agreement. Artist will reimburse Company and/or the Distributor and/or their respective successors, assigns and licensees on demand for payment made at any time after the date hereof in respect

of any liability or claim in respect of which Company, the Distributor or Company's and Distributor's respective successors, assigns and licensees are entitled to be indemnified, Pending the resolution of any such claim, Company shall have the right to withhold moneys which would otherwise be payable to Artist under this Agreement in an amount reasonably related to Artist's potential liability to Company under this paragraph. If no litigation on the claim concerned has been commenced within _____ years after Company or the Distributor is first notified of it, Company will release any such monies then being held by Company by reason of that claim, upon Artist's request, unless Company anticipates upon reasonable grounds that such litigation may be commenced and provided that Distributor has released such monies to Company in the event it has so withheld monies in accordance with the provisions of the Recording Agreement. Company will undertake to notify Artist of any such claim, but Company's failure to notify Artist will not constitute a breach of this Agreement or impair Company's rights under this paragraph or otherwise. Company will notify Artist of any action commenced on such a claim. Artist may participate in the defense of any such claim through counsel of Artist selection at Artist own expense, but Company will have the right at all times, in Company's sole discretion to retain or resume control of the conduct of the defense.

13. Artist hereby agrees that if, in accordance with the provisions of the Recording Agreement, the Distributor shall elect to cause Artist to render Artist services directly to the Distributor, Company shall nevertheless continue to be entitled to receive the share (the "Production Share") of any and all sums (including, without limitation, advances and royalties) which Company would otherwise have received if Distributor had not exercised such option, In such event, Artist agrees to authorize and direct the Distributor to pay directly to Company such Production Share. If the Distributor nevertheless pays to Artist any portion of the Production Share, Artist shall pay such portion to Company promptly following receipt.

14. Artist agree to be bound by all of the provisions of the Recording Agreement which pertain to Artist rights and obligations and the rights and obligations of the individual members comprising Artist, if Artist are a professional group. Without limiting the generality of the preceding sentence, Artist hereby acknowledge and agree that if Artist are a group: (a) any leaving member shall not, without Distributor's and Company's consent, use Artist professional name in any commercial or artistic endeavor; (b) said professional name shall remain the property of those members of Artist who continue to perform their obligations hereunder and whose engagements are not terminated; and (c) any person engaged to replace a leaving member shall execute and become bound by the terms and conditions of this Agreement and the Recording Agreement,

15. (a) Artist hereby represents to Company that Artist and Company jointly are the sole and exclusive owners of the name, copyright, trademark, tradename, service mark, emblem, likeness, visual representations, logos, design, and other appurtenant rights (the "Licensed Property") in and to any professional name used by Artist now or at any time hereafter, and in and to any other individual stage names including, but not limited to, Artist present individual stage names.

(b) Company shall have the exclusive right, throughout the world, to use and license others to use the Licensed Property and Artist own name(s) and likeness in connection with:

(i) The manufacture, advertisement, distribution, sale and/or exploitation by Company or Company's licensee of Merchandise (as defined herein); and/or

(ii) The licensing to others of the right to manufacture, advertise, distribute, sell and/or exploit Merchandise of every kind and nature utilizing or relating to the Licensed Property and/or Artist's own name and likeness (The term "Merchandise" shall include, but not be limited to, T-shirts, jerseys, sweaters, hats, buttons, patches, stickers, enamel pins, pendants, posters, key chains, calendars, mirrors, cigarette lighters, stash boxes, book covers, clocks, belts, belt buckles, jewelry, tour and souvenir books and programs, and any other article of clothing tangible object product, commodity, or item upon which the Licensed Property or Artist's own name or likeness is imprinted, except phonograph records). The rights granted hereunder shall also include the exclusive right to sue, prosecute, negotiate and make settlements with unlicensed manufactures, distributors and sellers of Merchandise utilizing the Licensed Property and/or Artist's own name and likeness.

(iii) For the rights granted by Artist to Company in this paragraph, Company shall pay Artist a royalty of fifty percent (50%) percent of Company's net royalty receipts derived from the exploitation of such rights, which shall be calculated by deducting all costs and third party payments relating thereto from Company's gross income. Such royalty shall be accounted to Artist in the manner otherwise provided herein.

16. No failure by Company to perform any of its obligations hereunder shall be deemed a breach hereof, unless Artist gives Company written notice of such failure and Company fails to cure such alleged nonperformance within _____ days after Company's receipt of such notice. Artist acknowledges that, notwithstanding anything to the

contrary contained herein and as a material term hereof, Artist will not seek to enjoin or otherwise interfere with the distribution of phonograph records or audiovisual programs embodying Masters recorded hereunder for any reason whatsoever including, without limitation, breach of this Agreement. Artist 's only remedy, if any, shall be to bring an action at law for damages.

17. If the voice or ability of Artist (or any member of Artist) to perform becomes materially impaired, or if Artist fails, refuses, neglects or is unable to comply with any of material obligation hereunder, then, in addition to any other rights or remedies which Company may have, Company shall have the rights, exercisable at any time by notice to Artist: (i) to terminate this Agreement without further obligation to Artist as to unrecorded Masters, (ii) to suspend Company's obligations hereunder (including, without limitation, the obligation to pay any royalties or other sums hereunder until such failure is cured, or (iii) to extend the then current Contract Period of the Term for the period of such default plus such additional time as is necessary so that Company shall have no less than _____ days after completion of Artist obligation within which to exercise its option, if any, for the next following Option Period.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided however, that Artist may not assign Artist personal service obligations pursuant to this Agreement and any purported assignment thereof shall be null and void.

19. This Agreement is the entire agreement between the parties and shall not be modified, except by an instrument in writing, signed by each of the parties duly authorized to execute such modification. This Agreement has been entered into in the State of _____, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of _____, with respect to the determination of any claim, dispute or disagreement which may arise out of the interpretation, performance or breach of this Agreement. Any claim, dispute or disagreement with respect to this Agreement shall be submitted to the courts of the State of _____ or the federal courts within the State of _____, and the parties hereby consent to the exclusive jurisdiction and venue of such courts.

20. All notices required hereunder or which either party desires to serve upon the other shall be in writing and sent to the addresses set forth on the first page of this Agreement or to such other address as either party may hereafter designate in writing, and shall be deemed given when delivered personally, with a receipt signed by a principal or officer of the deliverer; when deposited, postage prepaid, in the United States mail (certified or registered mail, return receipt requested, in all cases other than royalty statements); or when deposited, toll prepaid in any telegraph office in the United States.

21. Artist hereby warrants and represents that Artist is not a resident of the State of _____, and agrees to notify Company immediately in the event Artist, or any individual member comprising Artist, becomes a resident of the State of _____ and to modify this Agreement, at Company's request, to conform to the applicable provisions of _____ law to ensure its enforceability against Artist. Artist failure to do so shall be a material breach of this Agreement.

22. During the Term of the Recording Agreement Artist shall be required to perform for Company so that Company has available to it all rights, benefits and privileges relating to or derived from Artist to enable Company to comply with the Recording Agreement. If there is an inconsistency between the requirements of the Recording Agreement and this Agreement relating to Artist's or Company's undertakings, obligations, covenants and duties, the requirements of the Recording Agreement shall govern.

23. ARTIST HAS THE RIGHT (a) TO SECURE COMPETENT LEGAL ADVICE AND REPRESENTATION IN CONNECTION WITH THE NEGOTIATION AND SIGNING OF THIS AGREEMENT OR (b) TO KNOWINGLY AND VOLUNTARILY WAIVE SUCH RIGHT. ARTIST ACKNOWLEDGES THAT ARTIST UNDERSTANDS SUCH RIGHTS AND HAS ACTED ACCORDINGLY IN CONNECTION WITH THE NEGOTIATION AND SIGNING OF THIS AGREEMENT.

Very truly yours,

By: _____

ACCEPTED AND AGREED TO:

Social Security Number

Estimated Recording Budget

Artist:
Producer(s):
Project:

PREPRODUCTION

Rehearsal Facility:
Programming:
Miscellaneous:

Total Preproduction \$ _____

STUDIO

Tracks

_____ days @ _____ per day _____
_____ hours @ _____ per hour _____

Overdubs

_____ days @ _____ per day _____
_____ hours @ _____ per hour _____

Lead Vocals

_____ days @ _____ per day _____

BG Vocals

_____ days @ _____ per day _____

Mixing

_____ days @ _____ per day _____

TOTAL STUDIO \$ _____

TAPE

Analog

_____ 2" reels @ _____ each _____
_____ 1/2" reels @ _____ each _____
_____ 1/4" reels @ _____ each _____
_____ cassettes @ _____ each _____

Digital

_____ 2 track reels @ _____ each _____
_____ 32 track reels @ _____ each _____
_____ DATs @ _____ each _____

TOTAL TAPE \$ _____

TALENT

Tracks—Nonroyalty Artists

_____ musicians for _____ leader scale sessions _____
_____ musicians for _____ single scale sessions _____
_____ musicians for _____ double scale sessions _____

Overdubs—Nonroyalty Artists

_____ musicians for _____ leader scale sessions _____
_____ musicians for _____ single scale sessions _____
_____ musicians for _____ double scale sessions _____

Royalty Artists

_____ musicians for _____ songs

Arrangers

Vocal: _____ per song for _____ songs _____

Rhythm: _____ per song for _____ songs _____

Copyist: _____ per song for _____ songs _____

VOCALS

Royalty Artists (P&W only) _____

Soundtrack/Guest Artists (P&W only) _____

Background

_____ singers for _____ hrs/sides (whichever is greater) _____

_____ singers for _____ hrs/sides (whichever is greater) _____

TOTAL TALENT \$ _____

ENGINEER

Tracks

_____ days @ _____ per day _____

_____ hours @ _____ per hour _____

Overdubs

_____ days @ _____ per day _____

_____ hours @ _____ per hour _____

Lead Vocals

_____ days @ _____ per day _____

BG Vocals

_____ days @ _____ per day _____

Flat Fee _____

TOTAL ENGINEER \$ _____

EQUIPMENT RENTAL

Quantity	Item	Price
		@ _____ /week for _____ weeks
		@ _____ /week for _____ weeks
		@ _____ /week for _____ weeks

Miscellaneous Rental _____

Mixing outboard _____

Cartage _____

Purchases _____

TOTAL EQUIPMENT \$ _____

TRAVEL & LIVING EXPENSES

Per Diems

_____ at _____ /day for _____ days

_____ at _____ /day for _____ days

_____ at _____ /day for _____ days

_____ at _____ /day for _____ days

Air Fares

_____ at _____
_____ at _____

Rental Cars

_____ at _____ / day for _____ days
_____ at _____ / day for _____ days

Hotel Rooms

_____ at _____ /day for _____ days
_____ at _____ /day for _____ days
_____ at _____ /day for _____ days

TOTAL TRAVEL & LIVING \$ _____

MISCELLANEOUS

General Miscellaneous _____

Production Assistant _____

Ground Transportation _____

License Fees for Sampling _____

TOTAL MISCELLANEOUS \$ _____

Soundtrack/Guest Artist Advance _____

Producer's Advance _____

TOTAL PRODUCER BUDGET \$ _____

MASTERING

_____ hours @ _____ per hour _____

_____ refs @ _____ per ref _____

_____ DATs @ _____ per DAT _____

TOTAL MASTERING \$ _____

Royalty Artist Advance _____

Royalty AFTRA _____

TOTAL ESTIMATED RECORDING BUDGET \$ _____

Producer Commencement of Payment Checklist

PRODUCER:

ARTIST: _____ SESSION #: _____

ARTIST LETTER OF DIRECTION?

APPROVAL FROM A&R?

APPROVED BUDGET?

TUNE TITLES:

Producer Balance of Payment Checklist

PRODUCER:

ARTIST: SESSION#:

ARTIST LETTER OF DIRECTION?

APPROVAL FROM A&R?

UNION PAYMENTS:

NONROYALTY AFM:

NONROYALTY AFTRA:

ROYALTY AFM:

ROYALTY AFTRA:

IS THERE SAMPLING?

IF YES, DO WE HAVE CLEARANCE?

IF NO, DO WE HAVE SAMPLE MEMO?

OUTSTANDING PO'S?

WITHIN BUDGET?

IF NOT, IS IT OK RELATIVE TO ARTIST FUND?

LOCATION OF TAPES:

TUNE TITLES:

Balance of Fund Payment Checklist

ARTIST: _____ SESSION #: _____

1. Have Union contracts been filed?
Nonroyalty AFM
Nonroyalty AFTRA
Royalty AFM
Royalty AFTRA
2. Are the Lyrics In?
3. Is Packaging Copy/Credits In?
4. Is there sampling?
If YES, do we have clearance?
If NO, do we have sample memo?
5. Have Mastering costs been incurred?
6. Have the 2-Track Tapes been received?
7. Is there approval to cut Parts?
8. Timely Delivery? (i.e. is there a late delivery clause in the contract?)
9. Are there any Open P.O.'s or any Advances To Be Paid?
10. Has the album been approved by A&R?

APPROVED FUND:\$ _____

COSTS TO DATE: \$ _____

BALANCE OWED:\$ _____

Foreign Subpublication Agreement (Short Form)

Dated:

[Subpublisher Name]

[Original Publisher]

Gentlemen:

The following, when signed by you and by us, will constitute the essential terms and conditions of the subpublishing agreement between you and us concerning the compositions listed on the annexed Schedule (“SC’s”). It may be superseded at a later date by a more formal agreement, but unless and until a more formal agreement is signed by all parties, this letter will control.

1. *Term*

a. From the above date to and including _____ (the “Initial Period”).

b. Upon expiration of the Initial Period, the Term shall extend automatically on a _____ basis unless you terminate the Term by notice to us (per paragraph 8 below) within _____ days prior to the expiration of the Initial Period or any successive extension thereafter, as the case may be.

2. *Territory:* _____

3. *Scope of Agreement:*

a. We will have exclusive right to subpublish the SCs within the Territory (including the right to collect all income earned but not yet collected, i.e., “pipeline” earnings).

b. Although it is intended that we and our subsidiaries, affiliates and licensees have the fullest possible rights to exploit the SCs, we shall not do any of the following without your prior written consent in each instance (which consent, unless expressly provided otherwise, may be withheld by you for any reason):

i. Authorize any change in the English-language title and/or lyric of any SC, alter the harmonic structure of any SC, or alter the melody of any SC (except insubstantial changes necessary to accommodate the syllabic requirements of foreign languages);

ii. Issue a mechanical license for the use of the SCs at less than the prevailing statutory or society rate, except in connection with those types of uses for which reduced-rate licenses are customarily granted in the country in question (consent not to be unreasonably withheld);

iii. Authorize the use of the title of any SC as the title of a play, film or TV program, or authorize the dramatization of any SC (consent not to be unreasonably withheld).

4. *Collection and Division of Income:*

a. We will be entitled to collect (and we shall employ best efforts consistent with our reasonable business judgment to collect) pre-Term earnings in respect of the SCs, as well as all writer/publisher income (except the writer’s share of public performances collected by societies) generated by the SCs within the Territory during the Term and during the Local Cover Recording period, which is collected during the Term or within _____ months thereafter.

b. i. Net Income (as defined below) from the SCs shall be divided _____ % to us and the balance to you (as writer/publisher royalties, in each instance) with respect to mechanicals and publisher’s share of public performance income; _____ % to us and the balance to you with respect to all other income (including synchronization fees), except with, respect to mechanicals from Local Cover Recordings, as to which the split will be _____ % to us and the balance to you.

ii. “Net Income” shall mean all amounts received by us (or credited to our account in reduction of an advance) all calculations to be “at source,” country-by-country, from licensees and performing and mechanical rights societies (“gross receipts”) after deduction of local society fees and reasonable out-of-pocket collection costs and litigation expenses but not local subpublisher fees or income shares.

iii. For the purposes of this paragraph, gross receipts on printed materials sold by our subpublishers and affiliates in the Territory shall be deemed to be _____ % of the marked or suggested retail list price (or the price deemed to be the local equivalent, in any country in which there are no marked or suggested retail list prices) (“List”) on all copies sold, paid for, and not returned (prorated, where less than 100% of the SC is a SC). Where an edition does

not consist exclusively of SCs, the above royalty shall be prorated in the same ratio as the number one bears to the total number of royalty-bearing SCs included in such edition. Our sell-off period with respect to printed materials embodying a specific SC shall continue until stocks are exhausted (including copies sold to customers and subsequently returned) as to other editions.

iv. In the case of amounts received by our subpublishers and licensees from third-party print licensees, your share shall be 50%.

5. a. We will account to you (and make payment where appropriate) within _____ days following the end of each _____ period. However, if the amount due for a specific statement is less than \$ _____, payment may be deferred until the aggregate amount due to you exceeds that amount.

b. i. You (or a certified public accountant on your behalf) shall have the right to audit our books and records as to each statement for a period of _____ years after such statement is received (or deemed received as provided below). Legal action with respect to a specific accounting statement or the accounting period to which such statement relates shall be barred if not commenced in a court of competent jurisdiction within _____ years after such statement is received (or deemed received as provided below).

ii. For the purposes of calculating the time periods for audit and suit, a statement shall be deemed to have been rendered when due, unless we receive notice of nonreceipt within _____ days following the due date. However, failure to give us such notice shall not affect your right thereafter to receive such statement (as well as any related payment).

c. In “blocked currency” situations, we shall not be required to pay you until the blockage shall have been removed, but if requested to do so, we shall deposit blocked currency royalties in the local currency in a depository of your choice. The exchange rates used by third parties in accounting to us shall be used by us in accountings hereunder.

d. All payments hereunder shall be subject to all applicable taxation statutes, regulations and treaties.

6. By your signature below, you warrant and represent (i) that you have the right to enter into this agreement and that we have thereby acquired all rights necessary to administer the SCs under the terms and conditions of this agreement and to collect all income generated thereby (without reduction due to third-party rights), (ii) that the SCs do not infringe any third party’s copyright, trademark, service mark, or right of privacy or publicity, and (iii) that the SCs are not defamatory.

7. a. Each party will indemnify the other party against any loss or damage (including court costs and reasonable attorneys’ fees) due to a breach of this agreement by that party which results in a judgment against the other party or which is settled with the other party’s prior written consent (not to be unreasonably withheld). In addition, if we have an errors and omissions policy, you will indemnify us without regard to judgment or settlement to the extent of the deductible under such policy. Each party is entitled to be notified of any action against the other brought with respect to any SC, and to participate in the defense thereof by counsel of its choice, at its sole cost and expense. In the event that one of us refuses to approve a settlement which the other party considers reasonable, the party refusing its consent shall assume the further defense of the subject claim, action or proceeding.

b. If a claim is made against us, we may withhold a reasonable amount from monies due or to become due to you, but we will refund it if (and to the extent that) suit is not brought with respect to that sum within _____ year(s) thereafter, and we will not withhold if you provide us with a satisfactory commercial surety bond.

c. Neither party will be deemed in breach unless the other party gives notice and the notified party fails to cure within _____ days after receiving notice.

8. Notices shall be by certified (return receipt requested) or registered mail or telex to these addresses or any other addresses the parties designate by notice in like manner. If the party’s consent is required, it shall be deemed given unless the notified party gives notice of nonconsent within _____ days after receipt of notice requesting consent.

Very truly yours,

[Subpublisher]

AGREED AND ACCEPTED:

[Original Publisher]

Grant of Terminated Rights

AGREEMENT, entered _____, by and between _____ (hereinafter referred to as “Publisher”), whose address is _____ and _____, whose address is _____ (hereinafter referred to as “Assignor”).

WHEREAS

A. _____ (hereinafter referred to as the “Writer”) wrote in whole or in part the music and lyrics of those musical compositions the titles of which are listed on Schedules “A”, “B”, “C” and “D” attached hereto and made a part hereof (hereinafter individually and/or collectively referred to as the “Compositions”).

B. Pursuant to the terms of agreements between the Publisher and the Writer, the Writer sold, assigned, transferred and delivered to Publisher the Compositions, and all rights therein throughout the world, including the copyright therein, including without limitation, the respective U.S. renewal term of copyright and any extensions in and to each of the Compositions.

C. The Writer died on _____. The Writer’s termination rights, if any, in the Composition under Section 304 of the U.S. Copyright Law (Title 17 U.S.C.) for the “Extended Renewal Term” (as hereunder defined) became owned by Assignor.

D. By notice given under Section 304 of the U.S. Copyright Law (Title 17 U.S. C.), the grant(s) by the Writer to the Publisher in and to the U.S. renewal term of copyright in and to certain of the Compositions was purportedly timely and effectively terminated by Assignor on the dates indicated in Schedule “A” attached hereto and made a part hereof.

E. Assignor has succeeded to all rights and interests currently owned by Publisher or a company under common ownership with Publisher in and to, the U.S. renewal term of copyright including, without limitation, the Extended Renewal Term and any Additional Renewal Term in and to the Writer’s creative contribution to the Compositions, including but not limited to all rights and interests subject to the termination under Section 304 of the U.S. Copyright Law (Title 17 U.S.C.).

F. Assignor now wishes to sell, assign and transfer to Publisher, and Publisher now wishes to purchase from Assignor all rights, titles and interests of any nature or description attributable to the Writer’s creative contribution in and to the Compositions and all copyrights therein throughout the United States (hereinafter referred to as the “Territory”) for the for the U. S. renewal term, of copyright including, without limitation, the “Extended Renewal Term” (as hereinafter defined) and any “Additional Renewal Term” (as hereinafter defined), all upon the terms and conditions set forth in this Agreement, such that Publisher will be the sole owner of all such copyrights and all of such other rights, title and interests in and to the Compositions throughout the Territory.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

I. *Assignor’s Warranties, Representations and Acknowledgments*

1.01 Assignor warrants and represents that:

(A) Assignor is solely and exclusively entitled to enter into this Agreement and to irrevocably grant to Publisher all rights, title and interests in the copyright of the Compositions for the Territory in respect of the Writer’s creative contribution thereto for the U.S. renewal term of copyright, including, without limitation, “Extended Renewal Term” and the “Additional Renewal Term”. The words “Extended Renewal Term” mean the last 19 year period of the 47 year U.S., renewal term of copyright of each of the Compositions. The words “Additional Renewal Term” mean all periods of copyright protection in the Territory now in existence or hereafter coming into effect following the Extended Renewal Term or extending the Extended Renewal Term for each of the Compositions.

(B) Neither Assignor nor anyone acting on or on behalf of Assignor’s rights in the Compositions has sold, assigned or in any way transferred any right or interest in the copyright in the Compositions for the U.S. renewal

term of copyright including, without limitation, Extended Renewal Term and/or Additional Renewal Term to any individual, corporation, partnership, association or other organized group of persons of whatever nature, or legal successors or representatives of the foregoing (any "Person") or in any way encumbered such right or interest.

(C) Assignor has the sole, exclusive and full right, power and authority to make the representations, warranties, confirmations and acknowledgments provided in this Agreement.

(D) This Agreement constitutes a legal, valid and binding obligation of Assignor and is enforceable against Assignor in accordance with its terms.

(E) There is no suit, claim, action or other legal or administrative proceeding involving the Compositions now pending or threatened, nor is there any basis therefor.

(F) All rights and interests granted to Publisher under this Agreement shall be fully and solely owned by Publisher and/or Publisher's designee(s), without restriction, throughout the Territory and Publisher shall have the exclusive right to administer throughout the Territory all of such rights and interests during the U.S. renewal term of copyright including without limitation, the Extended Renewal Term and the Additional Renewal Term.

(G) The Compositions do not and shall not infringe upon the rights of any third party whatsoever.

(H) No advances have been paid by any performing rights society or any third party to Assignor, the Writer and/or anyone which are or could be recoupable from income derived from any use of the Compositions in the Territory for the U.S. renewal term of copyright, without limitation, the Extended Renewal Term and/or the Additional Renewal Term.

(I) All "Affiliates" (as hereinafter defined) of Assignor, if any, shall abide by the terms of this Agreement and shall not interfere in any way with Publisher's rights hereunder and/or Publisher's rights with respect to the Compositions. Assignor shall cause each of Assignor's Affiliates, if any, to cooperate with Publisher in the manner provided under this Agreement.

(J) Assignor has succeeded to all rights and interests not owned by Publisher or a company under common ownership with, Publisher attributable to the Writer's creative contribution to each of the Compositions listed on Schedule "A", "B", "C" and "D" attached hereto and made a part hereof, including without limitation, the U.S. renewal term of copyright, including, the Extended Renewal Term and the Additional Renewal Term. No person other than Publisher shall have any interest whatsoever therein.

(K) In conformance with the U.S. Copyright Law, all prior grants and transfers in their entirety respecting the interests transferred to Publisher herein under in and to the Compositions for the Extended Renewal Term and the Additional Renewal Term have been validly, completely and timely terminated, and all rights and interests therein and thereto have completely and validly reverted and descended solely to Assignor. A copy of all termination notices for the Compositions is attached hereto as Exhibit "D".

(L) Assignor is at least 21 years of age.

(M) Assignor is empowered under the U.S. Copyright Law (Title 17 U.S. C.) and otherwise to effect this Agreement and to irrevocably assign to Publisher, inter alia, pursuant to the terms of this Agreement, all interests in the Compositions attributable to the Writer's creative contribution thereto for the U.S. renewal term of copyright including, without limitation, the Extended Renewal Term and any Additional Renewal Term in and to each of the Compositions respecting Assignor's interest therein.

(N) The Compositions, the titles of which are listed on Schedule "B" attached hereto and made a part hereof, were written by the Writer as "works made for hire" as referenced in the U.S. Copyright Law (Title 17 U.S. C.) and are not subject to any right of termination owned by Assignor or any third party and insofar as Assignor is concerned, are the sole property of Publisher.

(O) No termination rights under Section 304 of the U.S. Copyright Law (Title 17) or otherwise in and to the Composition, the titles of which are listed on Schedule "C" attached hereto and made a part hereof can be validly and, timely exercised by Assignor and insofar as Assignor is concerned such Compositions are the sole property of Publisher or a company under common ownership with Publisher.

(P) The Compositions, the titles, of which are listed on Schedule "D" attached hereto and made a part hereof, are, in the U.S. renewal term of copyright and are and will be the sole property of Publisher or a company under common ownership with Publisher.

1.02 Assignor acknowledges that the Extended Renewal Term for each of, Compositions, listed on Schedule "A" attached hereto and made a part hereof commenced on such Schedule "A".

2. *Assignment of Rights in the Compositions*

Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Publisher and/or Publisher's designee(s) all rights, titles and interests attributable to the Writer's creative contribution to each of the Compositions including without limitation, all copyright interests therein, and all renewals and extensions thereof, throughout the Territory, for the entire Extended Renewal Term and Additional Renewal Term in and to each of the Compositions throughout the world. The rights granted to Publisher pursuant to this paragraph 2 shall include, without limitation, for the Territory, all interests so attributable to the Writer's creative contribution to the words and music of each of the Compositions (and to the extent that Assignor has rights therein, the title of the Compositions), together with any and all other rights in the Compositions (including, without limitation, mechanical rights, synchronization rights, performing rights and printing and publishing rights), whether now or hereafter known, vested or contingent, and any and all claims and demands accrued, or to accrue, with respect to the Compositions, whether now possessed, or which may hereafter be possessed, by Assignor. Accordingly, Publisher shall have the sole and exclusive right throughout the Territory to administer and exploit such rights and interests in and to the Compositions, including, without limitation, the sole and exclusive right to collect all monies (excluding the so-called "writer's share" of public performance royalties) derived from uses of the Compositions made at any time during the U.S. renewal term of copyright including, without limitation, the Extended Renewal Term and the Additional Renewal Term, no matter when earned, paid or collected. Publisher shall have the right, and may grant to others the right, in connection with such administration of the Compositions, to reproduce, print, publish or disseminate the Writer's name and likeness in connection with the Compositions.

3. *Non Recoupable Payment and Further Actions*

3.01 Publisher shall pay to Assignor in consideration of all of the rights and interests transferred to Publisher and/or Publisher's designee(s) under this Agreement and in reliance of each of Assignor's representations and warranties hereunder the sum of \$ _____ which shall not be recoupable from any monies otherwise payable to Assignor hereunder.

3.02 Assignor agrees to, at Publisher's written request, take the following timely action with respect to the Compositions (but only in the event that Publisher has been unable to take such timely action in Assignor's name pursuant to the power of attorney set forth in this Agreement): (i) Assignor shall forward to Publisher such duly executed assignments and other documents as Publisher may request (including, without limitation, a copy of all notice(s) of termination, promptly following the filing thereof and any assignment or transfer respecting the Compositions) in order to cause the Compositions to be subject to the terms and conditions of this Agreement, and to cause all rights in and to the Compositions (including, without limitation, the U.S. renewal term of copyright, the Extended Renewal Term and Additional Renewal Term therein) to vest with Publisher and/or Publisher's designee(s), and (ii) cancel, correct, modify and/or supplement any termination notices filed by Assignor or any Person and/or any of Assignor's or such Person's respective agents (including, without limitation, the Songwriters Guild of America) with respect to the Compositions whose titles are listed on Schedule "B" and Schedule "C", attached hereto and made a part hereof. For purposes of clarification, Publisher and Assignor acknowledge and agree that it is the intention of the parties hereto that Assignor shall take such action as requested by Publisher such that Publisher shall own all rights and interests in the Compositions for the Territory, including without limitation, the copyright for the U.S. renewal term of copyright including, without limitation, the Extended Renewal Term and Additional Renewal Term with respect to the Compositions.

4. *Royalties*

4.01 Provided that Assignor has fully complied with all of Assignor's material warranties, representations and obligations provided for in this Agreement during the U.S. renewal term of copyright including, without limitation, the Extended Renewal Term and the Additional Renewal Term, Publisher will credit Assignor's account with royalties at the same rates otherwise payable to the Writer as set forth in the Prior Agreements (as defined hereinafter) with respect to the exploitation of the interest in and to the Compositions transferred solely by Assignor to Publisher and/or Publisher's designee(s) hereunder in the Territory.

4.02 Any direct or indirect payments to Assignor with respect to the Compositions (other than the so-called "writer's share" of performance income) will be immediately reported and turned over to Publisher for accounting under this Agreement.

4.03 Publisher will have the right to retain, for its account, all monies received by Publisher in connection with the Compositions that exceed the amounts payable to Assignor pursuant to this Agreement.

5. *Royalty Accountings*

5.01 Notwithstanding any other accounting period that may be specified in the Prior Agreements (as defined hereinafter), Publisher will compute Assignor's royalties as of each _____ period for the prior _____ months. (Publisher reserves the right to alter such accounting periods without notice, but in no event will Publisher account less frequently than every 6 months). On the next _____ (or if Publisher alters the accounting periods, on the date 90 days following the period concerned) Publisher will send Assignor a statement covering those royalties and Publisher will pay Assignor any net royalties that are due. Publisher will not be required to send Assignor a royalty payment for any period in which the royalties accrued to Assignor's account will be \$50.00 or less; such royalties will be held and paid along with the next statement requiring payment in excess of \$50.00. Publisher will not act unreasonably in maintaining royalty reserves against anticipated credits. If Publisher makes any overpayment to Assignor, Assignor will immediately reimburse Publisher therefor; to the extent not immediately reimbursed, Publisher may also deduct such overpayment(s) from any payments due or becoming due at any time to Assignor.

5.02 Publisher will maintain books and records which report exploitation of Compositions for which royalties are payable to Assignor. Assignor may, at Assignor's own expense, appoint a certified public accountant to examine those books and records, as provided in this paragraph only. Assignor's accountant may make those examinations only for the purpose of verifying the accuracy of the statements sent to Assignor under this Agreement. Assignor's accountant may make such an examination for a particular statement only once, and only within 3 years after the date Publisher sends Assignor that statement under this Agreement. Assignor's accountant may make those examinations only during Publisher's usual business hours, and at the place where Publisher keeps the books and records to be examined. If Assignor wishes Assignor's accountant to make an examination, Assignor will be required to notify Publisher at least 30 days before the date when Assignor's accountant plans to commence the examination. Publisher may postpone the commencement of Assignor's accountant's examination by notice given to Assignor not later than 5 days before the commencement date specified in Assignor's notice; if Publisher does so, the running of the time within which the examination may be made will be suspended during the postponement. If Assignor's accountant's examination has not been completed within 1 month from the time such examination shall have commenced, Publisher may require Assignor's accountant to terminate it on 7 days' notice to Assignor at any time. Publisher will not be required to permit Assignor's accountant to continue the examination after the end of that 7 day period. Assignor's accountant will not be entitled to examine any records that do not specifically report exploitation of Compositions as to which royalties are payable to Assignor. Assignor's accountant may not make such an examination for Assignor if such accountant or such accountant's firm has begun an examination of Publisher's books and records for any Person except Assignor, unless that examination has been concluded.

5.03 If Assignor has any objection to a royalty statement, Assignor will give Publisher specific notice of that objection and Assignor's reasons for it within _____ years after the date Publisher sends Assignor that statement under this Agreement. Each royalty statement will become conclusively binding on Assignor at the end of that _____-year period, and Assignor will have no further right to make any objection whatsoever to it. Assignor will have no right to sue Publisher in connection with any royalty accounting, or to sue Publisher for royalties derived from the exploitation of the Compositions during the period a royalty accounting covers, unless Assignor commences the suit within that _____-year period. If Assignor commences suit on any controversy or claim concerning royalty accountings rendered to Assignor under this Agreement, the scope of the proceeding will be limited to the determination of the amount of the royalties due for the accounting periods concerned. Assignor's recovery of any such royalties will be the sole remedy available to Assignor by reason of any claim related to Publisher's royalty accountings. Without limiting the generality of the preceding sentence, Assignor will not have the right to seek to void the transfer made to Publisher hereunder or avoid the performance of Assignor's obligations under this Agreement by reason of any such claim.

6. *Exhibits and Additional Documents; Further Assurances*

6.01 Simultaneously with the execution of this Agreement, Assignor shall execute and/or deliver to Publisher the documents annexed to this Agreement as Exhibits A, B, C, and D. Assignor further agrees to execute and deliver to Publisher, and/or to any third party designated by Publisher, all documents and/or instruments which Publisher may deem necessary or desirable to effectuate the purposes and intent of this Agreement and/or to vest in Publisher the rights granted to Publisher in this Agreement (including, without limitation, the termination notices and other documents and assignments referred to in this Agreement). Assignor hereby irrevocably authorizes, empowers,

and appoints Publisher Assignor's true and lawful attorney, for the U.S. renewal term of copyright including, without limitation, the Extended Renewal Term (and if applicable, the Additional Renewal Term), to secure and renew the copyright in the Territory in the Compositions and any renewal and/or extension periods (including the Additional Renewal Term) for Publisher's and Assignor's benefit; to execute, file and register with the United States Copyright Office, in Assignor's name any and all termination notices under Section 304(c) and other applicable provisions of the U.S. copyright law, in connection with the Compositions; to revoke, supplement, cancel and/or modify any termination notices filed by Assignor and/or Assignor's respective agents (including, without limitation, the Songwriters Guild of America) with respect to the Compositions, the titles of which are listed on Schedule "B" and Schedule "C", attached hereto and made a part hereof; to initiate and compromise in the Territory any claim or action against infringers of rights in the Compositions; and to execute in Assignor's name any and all documents and/or instruments necessary or desirable to accomplish the foregoing and/or to evidence Publisher's ownership of the copyright in the Compositions for the U.S. renewal term of copyright including, without limitation, the Extended Renewal Term and the Additional Renewal Term (including, without limitation, such registrations of Publisher's copyright and/or ownership interest as Publisher may deem advisable) during such periods and/or to effectuate Publisher's rights hereunder. The foregoing power is coupled with an interest and is irrevocable.

6.02 Assignor covenants and agrees that beginning on the date hereof and at all times thereafter it shall: (i) fully cooperate with Publisher and its designee(s) affiliate(s) and Licensee(s) and their respective employees, agents and representatives, in connection with Publisher's rights hereunder and (ii) upon Publisher's written request, direct each Licensee of the Compositions and/or any rights therein to pay directly to Publisher or Publisher's designee(s) all of the income derived from the rights and interests transferred to Publisher hereunder in and to the Compositions throughout the Territory (excluding the so-called "writer's share" of performance income which is payable directly to Assignor as successor to the Writer's "writer's share"), together with all royalty statements relating thereto. If any such income is paid to Assignor, then Assignor shall immediately remit the same, together with all royalty statements relating thereto, to Publisher. Any amount so received by Assignor shall (without limitation to such Assignor's obligations under the preceding sentence) be held in trust by Assignor until remitted to Publisher. Publisher shall have the right to audit Assignor in connection with the Compositions, from time to time (but not more than once per year), with reasonable notice, at the place where Assignor's books and records are located, in the event that Publisher believes that monies are owed or owing under this Agreement, or if any monies have been paid to Publisher pursuant thereto.

7. *Indemnification*

7.01 Assignor hereby agrees to indemnify, defend and hold harmless Publisher and Publisher's designee(s), affiliate(s) and Licensee(s) from and against any and all third party claims, damages, liabilities, costs, and expenses, arising out of any breach or claim of breach by Assignor, of any warranty and/or representation made by Assignor hereunder and/or any obligation of Assignor hereunder. Assignor agrees to reimburse Publisher and/or its Licensee(s) on demand for any payment, including reasonable attorneys' fees and legal costs, made at any time after the date hereof as a result of any liability or claim. Publisher agrees to provide Assignor with prompt notice of any claims hereunder in respect of which Publisher is entitled to be indemnified and defended. Pending the resolution of any claim in respect of which Publisher is entitled to be indemnified and defended, Publisher will have the right to withhold monies which would otherwise be payable to Assignor under this Agreement and any other agreement including without limitation to the Prior Agreements in the amount of Assignor's potential liability to Publisher. If an action in respect of any such claim is not commenced within 1 year from the date of Publisher's receipt of written notice of such claim, then Publisher will release any monies withheld in respect thereto to Assignor; however, if at the expiration of such 1 year period Publisher considers a suit based upon such claim to be imminent, then Publisher will have the right to withhold any such monies for an additional 6 months. Notwithstanding the foregoing, Assignor will have the right to make bonding arrangements satisfactory to Publisher in Publisher's sole discretion to assure Publisher of reimbursement for all damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and expenses), which Publisher and/or its Licensee(s) may incur as a result of any such claim.

8. *Miscellaneous*

8.01 This Agreement contains the entire understanding of the parties to this Agreement relating to the subject matter of this Agreement and cannot be modified or terminated except by an instrument signed by an officer of Publisher and by Assignor. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and

none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party, whether expressed herein, or otherwise.

8.02 Publisher may assign this Agreement and any of Publisher's rights hereunder in whole or in part to any Person which controls, which is controlled by, or which is under common control with, Publisher, or which is in partnership with Publisher and/or any of its affiliate(s), or to any Person acquiring all, or a substantial part of, Publisher's stock and/or assets or with whom Publisher may merge. Assignor may not assign this Agreement, or any of its rights hereunder nor delegate any of Assignor's obligations without the prior written consent of Publisher.

8.03 Assignor shall not be entitled to recover damages or impose on Publisher hereto any other remedy by reason of any breach by Publisher of Publisher's obligations hereunder, if at all, unless Publisher has failed to remedy such breach within 30 days following receipt of notice of such breach, and thereafter continues to diligently remedy such breach.

8.04 All prior and contemporaneous conversations, negotiations, agreements, and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement are merged herein. This is a fully-integrated agreement.

8.05 The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision under any other jurisdiction.

8.06 This Agreement has been entered into and delivered in the State of _____, and the validity, interpretation and legal effect of this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of _____ applicable to contracts entered into and performed entirely within the State of _____. Only the _____ courts (state and federal) will have jurisdiction over any controversies regarding this Agreement and the transactions contemplated by this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in _____ County, and not elsewhere. The parties hereto hereby irrevocably submit to the jurisdiction of the _____ courts (state and federal) in any such action or proceeding and irrevocably waive any right to contest the jurisdiction (in rem or in personam) or power or decision of that court within or without the United States other than appropriate appellate courts. The parties hereto also irrevocably waive any defense of inconvenient forum to the maintenance of any such action or proceeding in such courts in _____. Any process in any such action or proceeding may, among other methods, be served upon a party hereto by delivering it or mailing it, by registered or certified mail, directed to the address specified on the first page of this Agreement. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of _____.

8.07 This Agreement shall not become effective until executed by all proposed parties hereto.

8.08 Any and all riders, exhibits and schedules annexed hereto, together with this basic document, shall be taken together to constitute the agreement between Assignor and Publisher.

8.09 Except as otherwise specifically provided for in this Agreement, all notices hereunder shall be in writing and shall be given by personal delivery or registered or certified mail, at the addresses shown above, or such other address or addresses as may be designated by either party to this Agreement. Except as otherwise provided for herein, notices shall be deemed given when mailed, except that notice of change of address shall be effective only from the date of its receipt. Each notice sent to Publisher shall be directed to _____, with a copy of such notice to be sent, simultaneously, to _____. Royalty statements, payments and courtesy copies of notices may be sent by ordinary mail. Publisher's failure to send courtesy copies of notices shall not affect the validity of that notice.

8.10 Each of the representations and warranties set forth in this Agreement shall be deemed to be material provisions in reliance on which Publisher has entered into this Agreement and each of such representations and warranties shall survive the execution of this Agreement and shall be deemed to be in full force and effect at all times thereafter.

9. Definitions

As used in this Agreement, the following words shall have the meanings set forth below:

9.01 "Affiliate"—any entity which Assignor owns or in which Assignor has an interest, in whole or in part, or which Assignor employs or which employs Assignor, and/or any entity the operation of which is controlled

directly or indirectly by Assignor. Upon formation of an Affiliate subsequent to the date hereof, Assignor shall promptly notify Publisher in writing of such formation and simultaneously therewith shall deliver to Publisher a counterpart to this Agreement executed by such Affiliate. Such execution shall not relieve Assignor of any of your warranties, representations or agreements hereunder.

9.02 “Licensees”—includes, without limitation, subsidiaries, wholly or partly owned, and divisions or affiliates of Publisher, and licensees not affiliated with Publisher.

9.03 “Prior Agreements”—any and all agreements to which the Writer and Publisher or Publisher’s predecessor(s)-in-interest, are parties relating to the payment of writer royalties to the Writer in connection with the exploitation of the Writer’s creative contribution of the Compositions throughout the Territory and the world.

Assignor _____

[Publisher] _____

By: _____

Joint Ownership of Copyright (Copublishing)

Date:

Re:

The following is our understanding and agreement with respect to the above composition:

1. The undersigned warrants that it is the sole owner of the copyright and of any and all rights in and to the above composition throughout the world, subject only to the agreement with the writers of the above composition dated

2. The undersigned will assign the copyright of the composition in or to the joint names of yourself and the undersigned, so that each party will own an undivided one-half interest in said copyright and in any claims or interests now or hereafter existing with respect thereto.

3. The undersigned shall have the sole and exclusive right to administer and protect said composition on behalf of both parties, and shall have the sole right to designate on behalf of both parties hereto all persons, firms or corporations to administer the said musical composition outside of the U.S. and Canada and, on behalf of or in the names of both parties, to enter into agreements with said persons, firms or corporations, which may be affiliated with the undersigned, to sub-publish or otherwise deal with said musical composition on sub-publication royalty terms of not less than ten (10%) per cent of the retail price of printed editions and fifty (50%) per cent of all other income.

4. The undersigned will pay you fifty (50%) per Cent of the net publisher's share actually received by it in the United States (and remaining after deduction of royalties payable to writers and of the costs of printing, engraving, copyrighting and trade advertising).*

(a) By virtue of the sale or other distribution of printed editions, and

(b) From mechanical license fees and all other sources including performance fees (except U.S.A. and Canadian performance fees), mechanical fees, transcription fees and synchronization fees which shall be paid in accordance with paragraph 6 hereof.

5. The undersigned shall be solely responsible for paying to the writers their share of royalties due in respect of its receipts and shall hold you harmless in that regard.

6. The undersigned will forward to Broadcast Music, Inc., if the composition is a BMI composition, or to the American Society of Composers, Authors, and Publishers in the case of an ASCAP composition, written instructions with respect to the distribution of U.S.A. and Canadian performance fees whereby you shall receive fifty (50%) per cent of the publisher's share with regard to the said composition; and the undersigned will forward to The Harry Fox Agency, Inc. or its successors in respect of the U.S.A., and to the Canadian Musical Reproduction Rights Agency Limited or its successors in respect of Canada, written instructions with respect to the distribution of U.S.A. and Canadian mechanical, transcription and synchronization fees whereby you shall receive twenty-five (25%) per cent of the gross receipts thereof [less fifty (50%) per cent of the publisher's share of the licensing agent charges with regard to the said composition] with the balance to be paid to the undersigned.

7. The undersigned agrees that within sixty (60) days after each June 30th and December 31st of each year it will prepare and furnish statements hereunder to you, and will make payment of all sums shown to be due thereby.

8. This agreement shall be for the full term of copyright throughout the world, including renewals and extensions to the extent owned or controlled by the parties.

9. This agreement shall be construed in accordance with the laws of the State of New York and shall be binding upon the parties hereto and their respective heirs and assigns, provided, however, that neither party may assign this agreement without notifying the other, in writing, of the terms of the said assignment, and further provided that the said assignment shall be made specifically subject to this agreement.

10. The parties hereto do hereby agree to submit to arbitration in New York City, under the rules of the American Arbitration Association and pursuant to the New York Arbitration Law, any differences arising under this agreement, and do hereby agree individually and jointly to abide by and perform any award rendered by the Arbitration and that a judgment of the Supreme Court of the State of New York may be entered upon such award.

11. Both parties shall share equally all costs and expenses, damages, losses and attorney's fees incurred in protecting said musical composition, with respect both to responding to claims of infringement brought as to said composition and as to bringing suit against any infringer of said composition.

12. This agreement shall not be deemed one of joint venture or partnership.

13. Notwithstanding any of the foregoing, Paragraphs 2, 3, 4, 5, 6, 7, 8 and II of this agreement shall not become effective unless and until you obtain a commercial recording of the above composition and the general release of copies of the said recording in the United States as a single recording by _____ (artist) on the _____ record label within _____ months from the date of this agreement. In the event the recording is not released within such period, this agreement shall be deemed null and void.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

By: _____

AGREED TO AND ACCEPTED

By: _____

*In the event that the administering publisher is to charge an administration fee, the first three lines of Paragraph 4 might be changed to read as follows:

The undersigned will pay you fifty (50%) per cent of the net publisher's share actually received by it in the United States (and remaining after deduction of a _____ (_____ %) per cent administration fee, royalties payable to writers and of the costs of printing, engraving, copyrighting, and trade advertising).

Licensing Recording for Film

THIS AGREEMENT, made and entered into this _____ day of _____ by and between _____ (hereinafter referred to as "LICENSOR") and _____ (hereinafter referred to as "LICENSEE").

A. LICENSOR is primarily engaged in producing, manufacturing, distributing and selling sound phonograph records, and has recorded and is the exclusive owner of certain master recordings, including any copyrights in the sound recordings therein, embodying the performances of the artists and musical compositions listed below (hereinafter referred to as "Said Master Recordings"):

B. LICENSEE is engaged in the business of producing and manufacturing a documentary motion picture film tentatively entitled, (hereinafter referred to as "Said Film").

C. It is the desire of LICENSEE to utilize Said Master Recordings in connection with Said Film.

NOW, THEREFORE, pursuant to the above facts and in consideration of the mutual covenants and conditions herein set forth, the parties do hereby agree as follows:

1. Subject to LICENSEE'S obtaining music publishing and union clearances referred to hereinafter, LICENSOR does hereby grant to LICENSEE the non-exclusive right to synchronize the Said Master Recording in time-relation on the soundtrack of Said Film, is being understood that the performances of the artist are not to be used or permitted to be used for release on phonograph records or tapes or other types of sound reproduction home use (including video-cassettes or videodiscs for home use) other than through LICENSOR.

2. LICENSEE agrees to give LICENSOR and the artists credit on Said Film and on advertisements for the Said Film in substantially the following manner:

3. In consideration of the license and grant herein made, if the Said Master Recording is used, in whole or in part, in the Said Film, LICENSEE shall pay to LICENSOR, within _____ days after the first commercial release of Said Film, the sum of: _____

4. LICENSEE is not required or obligated to use the Said Master Recording in the Said Film.

5. Except as provided in Paragraph (1) above, LICENSEE shall be entitled to exploit the Said Film in any and all media and modes of use throughout the world and in radio, television and screen trailers advertising Said Film, Said exploitation may include, but not be limited to, free television broadcasts, pay television, subscription television, CATV, cable television, and any transportation facility.

6. LICENSEE shall not be entitled to exercise any rights granted hereunder unless and until LICENSEE shall obtain AF of M and any governing union clearance, including payment of union reuse fees, and copyright synchronization licenses; and LICENSEE shall indemnify and hold LICENSOR free and harmless from any and all claims, liabilities, losses, damages or expenses, including attorneys' fees, arising out of or in any way connected with LICENSEE'S use of Said Master Recording hereunder, including but not limited to the claims of unions, union members, publishers and artists. LICENSOR shall give LICENSEE prompt notice of the amount of any applicable union reuse fees and LICENSEE shall not be obligated to pay same until such notice is given to it.

7. LICENSOR warrants and represents that, except for approvals of appropriate music publishers, it has the right and authority to make the license and grant of rights hereunder, including the approval of the artists and any producers of the Said Master Recording, and that except as set forth herein there shall be no further payments required of the LICENSEE.

8. The rights herein granted to LICENSEE may not be transferred or assigned by LICENSEE, in whole or in part, without the prior written consent of LICENSOR. In the event that LICENSEE should be adjudicated bankrupt or file a petition in bankruptcy or be in process of re-organization under the Bankruptcy Act of the United States, or take advantage of the insolvency laws of any state, territory or county, or if a permanent receiver, trustee, or similar court officer should be appointed by a court of competent jurisdiction to administer its affairs, or if it should voluntarily or involuntarily go out of business or attempt to assign, mortgage, or pledge all or substantially all of its assets for the benefit of

its creditors, or attempt to assign this agreement, or sublicense or terminate any of its rights or duties hereunder, or attempt to sell, mortgage or pledge Said Master Recordings provided it hereunder without the prior written consent of LICENSOR, this agreement and the licenses granted hereunder shall automatically terminate Immediately upon the occurrence of any such contingency without prejudice to any claim which LICENSOR may have for damages or otherwise in the premises.

9. This instrument constitutes the entire agreement between the parties and cannot be modified except by written instrument signed by the parties hereto. This agreement shall be governed by and interpreted in accordance with the laws of the State of New York. If either party shall institute any action or proceedings to enforce any of the terms and conditions of this agreement, the prevailing party in such action shall be entitled to receive, in addition to any other relief which might be granted by the court having jurisdiction over the action, reasonable attorneys' fees and costs.

10. LICENSOR agrees to supply LICENSEE with tape copies for use as specified herein for which LICENSEE agrees to reimburse LICENSOR the costs in connection with making and delivering such copies.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

LICENSOR

By _____

LICENSEE

By _____

Master License

AGREEMENT made as of this _____ day of _____, by and between _____, of _____ (“Company”), and _____ of _____ (“You”)

1. MASTER LICENSE

1.01 You hereby grant to Company and its successors, licensees and assigns the exclusive right to manufacture, sell, distribute, advertise, promote, market and exploit, during the “Exploitation Period” and the non-exclusive right to use and exploit during the “Sell-off Period” (as such terms are hereinafter defined) and within the Territory, audio-only Records embodying those Master Recordings listed on Schedule 1 attached hereto (the “Masters”), including, without limitation, in connection with the exploitation in the Territory of the album entitled “_____” (the “Album”) and singles and other audio-only Records derived therefrom, in any and all formats and configurations and by any and all methods now known or hereafter developed.

1.02 Without limiting the generality of the foregoing, you will not grant to any third party the right, with respect to the Territory, to manufacture, distribute, sell, advertise, promote, market or otherwise exploit audio-only Phonograph Records derived from the Masters.

2. EXPLOITATION PERIOD; SELL-OFF PERIOD.

2.01 The “Exploitation Period” of this Agreement shall commence on _____ and shall continue until the earlier of (a) the date which is _____ years from such date or (b) the end of the semi-annual accounting period in which Company deletes the Committed Album from its catalog. Upon the expiration of the Exploitation Period, Company shall have the right to sell any then existing inventory of Records made hereunder for a period of _____ months (the “Sell-Off Period”).

3. DELIVERY.

3.01 You shall deliver the Masters to Company, not later than _____, full mixed and 3.01 edited, in a form technically satisfactory for Company’s manufacture and sale of phonograph records, and in such number of copies and in a format designated by Company.

3.02 You shall also simultaneously deliver to Company: (a) all materials which Company may require for use in the packaging and marketing of the Committed Album (including, without limitation, all original films, color separations, and related materials owned or controlled by you); and (b) all third party clearances and consents which may be required in connection with Company’s exploitation of the Masters as provided herein).

3.03 No Master shall be deemed “delivered” or “Delivered” to Company until you have, in Company’s sole opinion, fully complied with this paragraph. Company’s election to make a payment due upon Delivery or to release a Record derived from the Masters shall not be deemed an acknowledgement that “Delivery” thereof was properly made. Company shall neither be deemed to have waived its right to require complete performance thereafter nor its remedies for your failure to perform.

4. THIRD PARTY APPROVALS; RECORDING COSTS

4.01 You shall be solely responsible for obtaining and paying for the approval of any third parties whose approval may be necessary for Company to release and exploit the Committed Album in accordance with this Agreement. Notwithstanding the foregoing, Company shall be solely responsible for obtaining and paying for any and all mechanical licenses which may be required to be obtained from the copyright proprietors of the musical compositions embodied in the Masters.

4.02 You shall be solely responsible for payment of any and all recording costs in connection with the Masters; and Company shall in no way be liable for any such costs. Notwithstanding the foregoing, Company shall be responsible for paying, on a non-recoupable basis, the costs (if any) incurred by Company in connection with editing or re-mixing the Masters after the date of your Delivery to Company of the Masters (e.g., editing costs incurred by Company in connection with the creation of promotional Records embodying one or more Masters for distribution to radio stations).

5. NAME AND LIKENESS

5.01 During the Exploitation Period and the Sell-off Period, Company and its designees shall have the right throughout the Territory to use and license Artist’s name, likeness, other identification and biographical material concerning Artist (collectively, the “Information”), and the Information for any other person rendering services in connection with Masters for purposes of trade and advertising.

5.02 Company will make available to you for your approval any pictures of the Artist or biographical material about the Artist which Company proposes to use for packaging, advertising or publicity in the United States during the Exploitation Period or the Sell-off Period. Company will not use any such material which you disapprove in writing within days from the time such materials are made available to you, provided you furnish substitute material, satisfactory to Company in its sole and reasonable discretion, in time for use within Company's production and release schedules. In any event, Company shall not be required to incur expenses beyond those customary for one (1) photograph shooting for the Committed Album. This subparagraph will not apply to any material previously approved by you or used by Company. No inadvertent failure to comply with this subparagraph will constitute a breach of this Agreement, and you will not be entitled to injunctive relief to restrain the continuing use of any material used in contravention of this subparagraph. You shall have the right to submit photographs, likenesses and biographical material of Artist and your submission of same shall constitute your approval thereof.

6. ADVANCES

6.01 Company shall pay you an Advance for the Committed Album in the amount of _____ Dollars (\$ _____), payable as follows: _____

6.02 Fifty Percent (50%) of all sums paid or incurred by Company in connection with the independent promotion of Phonograph Records hereunder shall constitute Advances. Notwithstanding the foregoing, the first _____ Dollars (\$ _____) so paid or incurred by Company in connection with the independent promotion of Phonograph Records hereunder shall not constitute Advances. Company shall use good faith efforts to consult with you regarding any expenditures in connection with independent promotion; provided, however, that Company's decision regarding all such expenditures shall be final.

7. MARKETING RESTRICTIONS

7.01 During the Exploitation Period and in the United States, Company will not, without your consent, sell the Committed Album as a Budget Record within _____ months after the initial release of the Committed Album in the United States; provided, however, if Company sells any records in contravention of the foregoing restriction, your sole remedy shall be that you shall be entitled to the otherwise applicable royalty rate hereunder on all such sales during the period of such restriction.

7.02 During the Exploitation Period and in the United States, with respect to audio Records manufactured for sale in the United States, Company shall not during any one (1) year without your consent, such consent not to be unreasonably withheld, initially couple more than _____ Masters made hereunder with recordings not embodying Artist's performances. The immediately preceding sentence shall only apply provided that your royalty account hereunder is in a "recouped position" (as such term is commonly understood in the recording industry) as of the semi-annual accounting period immediately prior to the semi-annual accounting period when Company initially couples a Master made hereunder with recordings not embodying Artist's performances. No such consent shall be required for "sampler" Records.

8. *GUARANTEED RELEASE.* Company shall use its reasonable efforts to release the Committed Album in _____ not later than _____, provided that failure to do so shall not be deemed a material breach of this Agreement. In such event, you will have the option, which may be exercised by giving Company written notice not later than _____, _____, to require Company to enter into an agreement with a licensee designated by you, which licensee is actually engaged in the business of manufacturing and distributing Records in _____, authorizing such licensee to manufacture and distribute the Committed Album not released in accordance with this paragraph. Your sole remedy for Company's failure to release the Committed Album in _____ shall be the exercise of your option set forth above. If you fail to give Company the notice specified in this paragraph, your rights under this paragraph will lapse. _____ percent of all revenues actually received by Company under such license will be credited to your royalty account under this agreement. Such license agreement will provide for such compensation for the license as you negotiate with the licensee, and will contain such other provisions as Company shall require, including but not limited to the following:

8.01 The licensee will be required to deliver to Company all consents required by Company, and all agreements which Company may require for any third party to look to the licensee, and not to Company, for the fulfillment of any obligations arising in connection with the manufacture or distribution of Records under the license. The licensee will also become a first party to the Phonograph Record Manufacturers' Special Payments Fund Agreement with the American Federation of Musicians, or any successor agreement then in effect. The license agreement will not

become effective until the licensee has complied with all the provisions of this subsection .

8.02 The licensee will make all payments required in connection with the manufacture, sale or distribution, by parties other than Company, in _____ of the Committed Album after the effective date of the license, including, without limitation, all royalties and other payments to performing artists, producers, owners of copyrights in musical compositions, the Music Performance Trust Fund and Special Payments Fund, and any other unions and union funds, and will authorize the applicable Fund Administrator's designated agent to audit the licensee's books and records with respect to the sale and/or distribution of such Records. The licensee will comply with all applicable rules and regulations covering any use of the Master Recordings by the licensee.

8.03 No warranty or representation will be made by Company in connection with the applicable Master Recordings, the license, or otherwise. You and the licensee will indemnify and hold harmless Company and its licensees against all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of any use of the Master Recordings or exercise of such rights by the licensee.

8.04 Company will instruct its licensees in _____ not to manufacture the Committed Album. If the licensee notifies Company of such manufacture Company will instruct its licensees to discontinue it, but neither Company nor its licensees shall have any liability by reason of such manufacture occurring before Company's receipt of such notice, and Company shall have no liability by reason of such manufacture at any time.

8.05 Each Record made under the license will bear a sound recording copyright notice identical to the notice used by Company for initial United States release of the Master Recordings concerned, or such other notice as Company shall require, but those Records will not otherwise be identified directly or indirectly with Company.

8.06 Company shall have the right to examine the books and records of the licensee and all others authorized by the license to manufacture or distribute Records under the license, for the purpose of verifying the accuracy of the accounting rendered to Company by the license.

8.07 The licensee will not have the right to authorize any other party to exercise any rights without Company's prior written consent.

8.08 Company and its licensees will have the continuing right at all times to manufacture and sell Records other than the Committed Album in _____ as provided herein.

9. ROYALTIES

9.01 Company will pay you an "all-in" royalty (i.e., inclusive of all royalties payable to you, any producers of the Masters and any other parties rendering services in connection therewith or otherwise entitled to a royalty in respect thereof in accordance with Schedule "A", which is incorporated herein as a material part hereof.

9.02 Company shall send you statements for royalties payable hereunder by _____ (for the period ending _____) and by _____ (for the period ending _____), together with any monies earned by you hereunder for the period concerned, less all Advances, reasonable reserves and other charges under this Agreement.

9.03 With respect to Albums sold hereunder, Company's reserve shall not exceed _____ percent of the number of such records shipped, unless Company reasonably believes a particular release justifies a higher reserve. With respect to Singles sold hereunder, Company's reserve shall not exceed _____ percent of the number of such records shipped, unless Company reasonably believes a particular release justifies a higher reserve. Reserves shall be fully liquidated no later than _____.

9.04 Royalties shall be payable to you only after payment for the sales concerned have been received by Company in the U.S. (or credited to Company's account against an advance previously received by Company which is not specifically allocable to the Masters). Sales by a licensee or distributor shall be deemed to have occurred in the period during which such party rendered statements and payments to Company (or credits to Company's account against an advance previously received by Company which is not specifically allocable to the Masters) for such sales to Company. Your royalties on Phonograph Record sales outside the U.S. shall be computed in the same currency and rate used to pay Company, and shall be proportionately subject to any taxes on Company (and, upon your request, Company shall furnish you with appropriate written documentation of any such taxes imposed on and paid by Company). If Company does not receive payment in U.S. dollars in the U.S. for any sales of Phonograph Records outside of the U.S., royalties on such sales shall not be credited to your royalty account. However, at your written request, Company will, if reasonably able to do so and in fulfillment of Company's obligations hereunder as to such sales, accept payment for such sales in foreign currency and deposit same in a foreign depository, at your expense, in the amount of the royalties payable to you hereunder on those sales had payment therefor been made to Company in

U.S. dollars in the U.S. If any government limits the amount remittable by a licensee to Company, Company may reduce your royalties accordingly.

9.05 Company may reduce monies payable to you by any deduction imposed on Company by any government ruling or under any union or guild agreement, provided that Company shall not make any such reduction in connection with so called "Per record royalties" which Company may be required to Pay pursuant to union or guild agreements. You shall promptly provide Company with all documents required therefor.

9.06 Company will maintain records regarding the sale of Phonograph Records on which royalties are payable to you. At your expense, you may examine those records once a year, during Company's business hours and where Company keeps the records concerned, but only to verify the accuracy of the statements sent to you. You may only examine each statement once, and only within _____ (_____) years ("the Audit Period") after the date such statement is rendered, provided each statement shall be deemed rendered when due unless Company has received your notice to the contrary, within _____ days of such due date. You are not entitled to examine any manufacturing records or any other records not specifically reporting sales or other distributions of Phonograph Records on which royalties are payable to you. You may appoint a C.P.A. to make such examination for you, but not if his firm is examining Company's records for another Party, unless such examination has been concluded and all audit issues resolved. Such C.P.A. will act only under Company's Letter of Confidentiality.

9.07 You will send notice to Company detailing your objections to any statement not later than the date of expiration of the Audit Period. Each statement will become binding on you on such date; thereafter, you will have no right to object thereto, sue Company in connection therewith, or sue Company for royalties on Records sold during the period covered thereby. If you sue on any controversy or claim regarding accountings rendered to you, such suit shall be limited to a determination of the royalties due for the periods concerned; you agree not to petition the court to consider other issues, nor to award any relief other than back payment of royalties. Without limiting the foregoing, neither you nor Artist will have the right to terminate this Agreement or avoid the performance of your obligations hereunder by reason of any such claim. The preceding two (2) sentences will not apply to any item in a royalty accounting if a final, non-appealable judgement of a court of competent jurisdiction determines that the item was fraudulently misstated.

10. MUSICAL COMPOSITION LICENSES

10.01 You hereby grant to Company and its designees an irrevocable non-exclusive license, under copyright, to reproduce each Controlled Composition on Phonograph Records and to distribute those Phonograph Records in the Territory, if such right is not controlled by a mechanical rights society within the Territory.

10.02 If the Territory includes the United States and/or Canada, mechanical royalties shall be payable for each Controlled Composition on Net Sales of Phonograph Records as follows: On Phonograph Records sold in the U.S., the rate ("US Rate") for each Controlled Composition shall be _____ percent of the minimum US statutory rate (without regard to playing time) provided for in the applicable Copyright Act on delivery date or the actual delivery date of the first Master embodying such Controlled Composition. On Phonograph Records sold in Canada, the rate (the "Canadian Rate") for each Controlled Composition shall be _____ (_____%) percent of the prevailing Canadian rate (but in no event greater than the Rate). The mechanical royalty for a Controlled Composition on a Mid-Priced or Budget Record shall be _____ of the US Rate or the Canadian Rate, as applicable; and shall not be payable with respect to a Controlled Composition which is a copyrighted arrangement of a public domain work. No mechanical royalties are payable on Phonograph Records on which no royalties are otherwise payable hereunder.

10.03 Notwithstanding the foregoing, the maximum aggregate mechanical royalty rate (the "Aggregate") for all Selections (including Controlled Compositions) contained on a Phonograph Record Album shall be the product of (A) ten times the US Rate or the Canadian Rate, as applicable and (B) four (4) times the US Rate for EPs and (C) two (2) times the US Rate for singles and long-play singles, regardless of the number of Selections. If the aggregate rate for all of the Selections embodied on any Phonograph Record exceeds the Aggregate, then such excess shall reduce the royalty for Controlled Compositions. If the aggregate rate still exceeds the Aggregate, then Company may, in addition to all of Company's other rights or remedies, deduct that amount from any monies payable by Company under this or any other agreement between you and Company or a Company Affiliate.

10.04 Within _____ days following the expiration of each calendar half-year, Company will send you a statement covering Mechanical Royalties for the prior _____, along with any royalties due, subject to reasonable reserves for a reasonable time. Retention of a reserve for two (2) years from its establishment is deemed reasonable.

10.05 If the copyright in any Controlled Composition is owned or controlled by a Person besides you, you

shall cause that Person to grant Company and its designees all the rights you have granted to Company and its designees in this Agreement.

10.06 You hereby grant to Company and its designees, for no fee, royalty, or other payment, the irrevocable, non-exclusive, worldwide right to reproduce and publicly perform each Controlled Composition on A/V Recordings, to distribute A/V Records embodying those A/V Recordings, and to exploit those A/V Recordings in every manner and media, for promotional purposes only. You shall use best efforts to cause the grant to Company and its designees, for no fee, royalty, or payment, the irrevocable, non-exclusive, worldwide right to reproduce and publicly perform each Non-Controlled Composition on A/V Recordings and to otherwise exploit those A/V Recordings in every manner and media, for promotional purposes only. Any assignment, license or other agreement made with respect to Controlled Compositions shall be subject to the terms hereof.

11. *WARRANTIES, REPRESENTATIONS AND COVENANTS.* You hereby warrant, represent and covenant that:

11.01 You have the right, power and capacity to enter into this Agreement, to grant the rights granted by you to Company hereunder, and to perform all of the terms hereof. You have not done nor shall you do anything to impair Company's rights hereunder.

11.02 During the Exploitation Period and the Sell-off Period, you shall be a member in good standing of any union or guilds requiring such membership. All recording sessions shall be conducted in all respects in accordance with the terms of the AFM Phonograph Record Labor Agreement, the AFTRA Code for the Phonograph Industry and any other applicable union or guild agreements.

11.03 (a) Artist's name, the Masters, Selections embodied on the Masters and/or materials supplied to Company by you hereunder will not violate the legal rights of any party, including, without limitation, any contractual rights, copyrights, rights of publicity/privacy or trademark/tradenames.

(b) You shall be the sole owner of any professional name used by you in connection with the recording, production, performance, sale or other exploitation of the Masters. Only Company will have the right to use any such name in connection with Records during the Exploitation Period and the Sell-off Period.

11.04 Except as specifically provided herein, Company shall have no obligation to make any payments to any third party by reason of the exercise of any of Company's rights hereunder.

11.05 Without limitation of the restrictions set forth in paragraph 12 below, you shall not authorize any Person (other than Company or its licensees) to manufacture, distribute, sell or otherwise exploit any Phonograph Records derived from the Masters in the Territory during the Exploitation Period.

11.06 No Masters will be made available to any Person for release on Phonograph Records outside the Territory, and no item of "Related Materials" (all materials (including, but not limited to, licenses and artwork for packaging materials) required for the release of any such Master on Phonograph Records) will be made available to any Person for use outside the Territory, until:

(a) You have Delivered to Company for its use under this Agreement that Master, all of the other Master Recordings to be comprised in the Phonograph Record in which it is to be released, and all Related Materials pertaining to that Phonograph Record; and

(b) that Person has agreed in writing, for Company's benefit, to comply with the restrictions in paragraph 11.08 below.

11.07 Notwithstanding anything to the contrary contained in this Agreement, in the event you agree to allow any Person to release any such Master on Phonograph Records outside the Territory: (a) without any one (1) or more of the restrictions set forth herein (e.g., mid-price holdback, coupling restrictions, other marketing restrictions) ("Omitted Restrictions"), then such Omitted Restriction(s) shall not apply to Company's release of Phonograph Records embodying such Masters and/or (b) upon terms more favorable to any other Person with respect to any one (1) or more of the restrictions set forth herein, then such more favorable terms shall apply to Company's release of Phonograph Records embodying such Masters.

12. *RECORDING RESTRICTIONS*

12.01 Artist shall not, prior to the date which is _____ years after the date such Selection was delivered to Company in a Master Recording ("Restriction Date") perform for any Person besides Company, to make Phonograph Records or Master Recordings, any Selection embodied on the Masters.

12.02 During the Exploitation Period, you shall not manufacture, distribute, sell or authorize the manufacture, distribution, or sale by any Person besides Company of Phonograph Records embodying the Masters in the Territory.

12.03 Neither you nor the Artist shall at any time manufacture, distribute, sell or authorize the manufacture, distribution, or sale by any Person other than Company, in the Territory, of Phonograph Records embodying any performance rendered by the Artist of a Selection embodied on a Master if that performance shall have been rendered prior to the Restriction Date applicable to that Selection. Furthermore, neither you nor the Artist shall record or authorize or knowingly permit to be recorded for any purpose any such performance without in each case taking reasonable measures to prevent the manufacture, distribution, or sale at any time, in the Territory, by any Person other than Company of Phonograph Records embodying that performance. Specifically, but without limiting the generality of the foregoing, if at any time the Artist performs any Selection prior to the Restriction Date applicable thereto, neither you nor the Artist will authorize or knowingly permit that Selection to be recorded unless pursuant to a written contract containing an express provision that neither that performance nor the recording thereof will be used directly or indirectly for the purpose of making Phonograph Records to be exploited in the Territory. Upon Company's request, you shall promptly deliver to Company a copy of the pertinent provisions of each such contract and you shall cooperate fully with Company in any controversy which may arise or litigation which may be instituted relating to Company's rights pursuant to this paragraph.

13. REMEDIES

13.01 If you do not deliver the Masters in the time prescribed hereinabove, Company may, by notice to you: (a) suspend Company's obligations to make payments to you until you have cured such default; (b) terminate this Agreement at any time, whether or not you have commenced curing the default before such termination occurs; and (c) require you to repay to Company any monies paid to you or on your behalf. If Company terminates this Agreement under clause (b), all parties will be deemed to have fulfilled their obligations under this Agreement, except those surviving the end of the Exploitation Period (such as indemnification and your obligation under clause (c)). No exercise of an option under this paragraph will limit Company's other rights. Notwithstanding the foregoing, Company acknowledges that the previous two (2) sentences shall not apply since you delivered the Masters in the time prescribed hereinabove.

13.02 If due to act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; government act; technical failure; illness or incapacity of any performer or producer; or any other cause not within Company's control, Company is hampered in the recording, manufacture, distribution or sale of Records, then, without limiting Company's rights, Company shall have the option to suspend payments to you and on your behalf for the duration of any such contingency.

13.03 You expressly acknowledge that the rights granted to Company and your services hereunder are of a special, unique, intellectual, and extraordinary character which gives them peculiar value, and that in the event of a breach by you of any term hereof, Company will be caused irreparable injury which cannot adequately be compensated by money damages. Accordingly, Company shall be entitled to injunctive relief, in addition to any other rights or remedies Company may have, to enforce the terms of this Agreement.

14. DEFINITIONS

14.01 The term "Advance" shall mean prepayment of royalties. Company may recoup Advances from royalties to be paid to you or on your behalf pursuant to this Agreement. Notwithstanding anything to the contrary contained herein, mechanical royalties will only be chargeable in recoupment of (i) any costs paid by Company on your behalf (which Company is in no way obligated to do) for which you are otherwise responsible hereunder or any costs incurred in connection with the production of A/V Recordings in excess of the approved budget, if such excess costs were caused by your acts or omissions; (ii) mechanical royalties payable by Company in excess of those prescribed in paragraph 9.03 above; and (iii) other costs or expenses that Company incurs as a result of your breach of any agreement, warranty or representation made hereunder. Except as otherwise set forth herein, Advances shall be non-refundable.

14.02 "Album" means an audio-only long-playing Phonograph Record.

14.03 "A/V Record" means a Record embodying an A/V Recording.

14.04 "A/V Recording" means every form of Master Recording embodying visual images.

14.05 "Controlled Composition" means a musical composition or other Selection, written or composed by you, or by any persons engaged by you in connection with the production of Masters, in whole or in part, alone or in collaboration with others, or which is owned or controlled, in whole or in part, directly or indirectly, by you, or any Person in which you have a direct or indirect interest.

14.06 "Other agreement between you and Company or an Affiliate" and like words means any other agree-

ment between you, Artist or any Person furnishing Artist's services and Company or an Affiliate which relates to recordings embodying Artist's performances.

14.07 "Master Recordings" means every form of recording, whether now known or unknown, embodying sound, or sound accompanied by visual images, which may be used in the recording, production, or manufacture of Phonograph Records.

14.08 "Masters" means Master Recordings recorded hereunder embodying the performances of Artist.

14.09 "Selection" means a musical composition, poem, dramatic work, comedy routine, or other verbal expression.

14.10 "Territory" shall mean _____.

14.11 "Person" shall mean any individual, corporation, partnership, association or other organized group of persons or the legal successors or representatives of the foregoing.

15. *INDEMNITY.* You hereby indemnify, save, and hold Company harmless from any and all damages, liabilities, costs, losses and expenses (including legal costs and reasonable attorneys' fees) arising out of or connected with any claim, demand or action which is inconsistent with any of the warranties, representations, covenants or agreements made by you in this Agreement, which has resulted in a final judgment or has been settled with your written consent (it being understood that your consent shall be deemed given to any settlement not in excess of _____ (\$ _____) Dollars). Notwithstanding the foregoing, if you withhold consent to any settlement which Company is willing to make, the foregoing indemnity shall apply and Company may settle such claim in its sole discretion unless you promptly assume all costs of defending against such claim, demand or action including, without limitation, court costs, reasonable attorneys' fees, and direct expenses theretofore incurred by Company in connection with said claim, demand or action; provided that in the event you assume said costs, Company shall nonetheless have the right to settle such claim, demand or action in its sole discretion without your consent, provided that, in such event, the foregoing indemnification shall not apply with respect thereto. You shall reimburse Company, on demand, for any payment made by Company at any time with respect to any damage, liability, cost, loss or expense to which the foregoing indemnity applies. Pending the determination of any claim, demand or action, Company may, at its election, withhold payment of any monies otherwise payable to you hereunder in an amount which does not exceed your potential liability to Company pursuant to this paragraph; provided, however, that if you shall deliver to Company an indemnity or surety bond, in a form and with a company acceptable to Company, which in respect of such claim, demand or action shall cover the amount of such claim, demand or action and Company's estimated attorneys, fees and legal costs in connection therewith, then Company shall not withhold payment of monies otherwise payable to you hereunder in respect of such claim, demand or action; and provided further that Company shall liquidate any such withheld amounts if within months no lawsuit has been commenced and active settlement discussions are not then taking place. You may participate in the defense of any claim referred to in this paragraph 17 through counsel of your selection at your own expense, but Company will have the right at all times, in its sole discretion, to retain or resume control of the conduct of the defense of such claim.

16. *ASSIGNMENT.* Company shall have the right, at its election, to assign any of Company's rights hereunder, in whole or in part, to any subsidiary, affiliated, controlling or other related company, and to any Person, firm or corporation owning or acquiring a substantial portion of Company's stock or assets, and any rights so assigned may also be assigned by the assignee. Company shall remain secondarily liable notwithstanding any such assignment. Company shall also have the right to assign any of its rights hereunder to any of its licensees in order to effectuate the purposes hereof.

17. *NOTICES.* All notices, statements and payments to you shall be addressed to you at the address on page 1 or such other address as you designate in writing. All notices to Company shall be addressed to Company, Attn: _____, at the address on page 1 or at such other address as Company designates. All notices shall be written and served by personal delivery, mail, or telegraph, all charges prepaid. Unless otherwise provided herein, notices shall be deemed given when personally delivered, mailed, or delivered to a telegraph office, all charges prepaid, except that notices of change of address shall be effective only after actual receipt. A copy of all notices to Company shall be sent to _____ provided that your failure to send any such copy shall neither impair the effectiveness of the notice sent nor constitute a breach of this Agreement. A copy of all notices to you shall be sent to _____, provided that Company's failure to send any such copy shall neither impair the effectiveness of the notice sent nor constitute a breach of this Agreement.

18. MISCELLANEOUS

18.01 This Agreement sets forth the parties' entire understanding regarding its subject matter; all prior and contemporaneous understandings relating to same are merged. No modification, amendment, waiver, termination or discharge of this Agreement or any of its terms shall be binding upon Company unless confirmed in writing by a duly authorized officer of Company. No waiver by a party of any term of this Agreement or of any default hereunder shall affect such party's right to enforce that term or to exercise any right or remedy in the event of any other default, whether or not similar. If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable, that shall not affect any other part; the remainder of this Agreement shall be effective. If the payments provided herein exceed the amount permitted by any government, such payments shall be reduced to the amount permitted; Company's payment of same shall constitute full performance by Company of its payment obligation with respect to compensation during the period such limitation was in effect.

18.02 Company shall not be deemed in breach of any obligation unless and until you have given Company detailed notice thereof and Company fails to cure same within _____ days after receipt of the notice.

18.03 Where required hereunder, your approval or consent shall not be unreasonably withheld. Company may require you to formally give or withhold approval or consent by notice, including the material for which approval or consent is sought. You shall give Company written notice of your response within _____ days after Company's notice is sent and, if you disapprove or withhold consent, detail the reasons. Your failure to give Company such notice shall be deemed to be consent or approval. In addition, your manager shall have the right to give approval or consent on your behalf.

18.04 Nothing herein contained shall constitute a partnership, joint venture or other agency relationship between you and Company. Except as expressly provided herein, you and Artist are performing your obligations as independent contractors.

18.05 This Agreement has been entered into in _____, and its validity, construction, interpretation and legal effect shall be governed by the laws of such state applicable to contracts entered into and performed entirely within such state. All claims, disputes or disagreements arising out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the _____ state courts, or to the Federal District Courts located in _____; provided, however, if Company is sued or joined in any other court or forum (including an arbitration proceeding) concerning any matter which may give rise to a claim by Company hereunder, you and Artist consent to the jurisdiction of such other court or forum. Process may (among other methods) be served upon either party by delivering or mailing same, via certified mail, addressed to the applicable party at the address given in this Agreement or such other address as you may from time to time designate by notice in conformity with paragraph 19.

18.06 This Agreement shall not become effective until signed by you and countersigned by a duly authorized officer of Company.

18.07 At Company's reasonable request and expense, but subject to your prior professional commitments, Artist shall appear for publicity and public relations purposes. You shall not be entitled to any compensation from Company for such services, other than minimum union scale to you if legally required.

19. RIGHTS OF FIRST NEGOTIATION AND LAST REFUSAL

19.01 Company shall have a "Right of First Negotiation" (as defined below) and a "Right of Last Refusal" (as defined below) with respect to the exclusive right to exploit the Masters within the Territory (including, without limitation, the Committed Album and other Records derived therefrom) following the expiration of the Exploitation Period, as follows:

(a) Upon written notice from Company (which notice Company may send to you at any time prior to the date which is _____ months prior to the expiration of the Exploitation Period), you agree to negotiate exclusively with Company, in good faith, for a period of _____ days ("Right of First Negotiation") with respect to the exclusive rights to exploit the Masters within the Territory following the expiration of the Exploitation Period (the "Rights"). In the event you and Company have not agreed, in accordance with the foregoing, to the material terms for Company's acquisition of the Rights, you shall have the right to commence negotiations with respect to the Rights with any third party, subject to the following, which shall be deemed Company's "Right of Last Refusal" with respect to the Rights:

(i) You agree that neither you nor any person or entity affiliated with you, directly or indirectly, will enter into any agreement with any third party regarding the Rights unless you first:

(A) notify Company in writing ("Your Notice") of the proposed agreement with such third party;

(B) furnish Company with complete copies of all documents constituting the proposed agreement regarding the Rights (the “Outside Proposal”); and

(C) offer to enter into an agreement with Company on the same terms and conditions as contained in the Outside Proposal.

(ii) If Company does not accept your offer within _____ business days after receipt of Your Notice (“Offer Period”) you may then enter into the agreement set forth in the Outside Proposal provided such agreement is consummated within _____ days after the end of the Offer Period upon the same terms and conditions (or terms and conditions more favorable to you) and in the same form as set forth in the Outside Proposal. If that agreement is not so consummated within the _____ day period set forth above, the right of preemption granted to Company in this paragraph will be revived and no third party other than Company will be authorized to enter into any agreement regarding the Rights.

(iii) Company will not be required, as a condition to accepting any offer made to it pursuant to this paragraph, to agree to any term or condition which cannot be fulfilled by Company as readily as by any other person or to waive any of its rights under this Agreement.

(iv) No failure by Company to accept your offer to acquire the Rights on the terms contained in any particular outside Proposal will be deemed to waive or otherwise affect any of Company’s rights. Without limiting the generality of the preceding sentence, Company will not be deemed bound by any proposed waiver, consent, or other agreement required or contemplated to be made by Company by an Outside Proposal which Company does not preempt.

19.02 If, at any time during the Exploitation Period, you decide that you wish to record another Album, then you shall send Company a written notice of such fact. Thereafter, Company shall have a “Right of First Negotiation” (as defined below) and a “Right of Last Refusal” (as defined below) with respect to the right, among other things, to require you to record and deliver to Company one (1) additional Album (the “Second Album”), as follows:

(a) Commencing with the date of Company’s receipt of your written notice regarding your desire to record another Album and ending on the date _____ days thereafter, you will negotiate exclusively with Company, in good faith (“Right of First Negotiation”), with respect to the right to require you to record and deliver to Company the Second Album (the “Rights”). In the event you and Company have not agreed, in accordance with the foregoing, to the material terms for Company’s acquisition of the Rights, you shall have the right to commence negotiations with respect to the Rights with any third party, subject to the following, which shall be deemed Company’s “Right of Last Refusal” with respect to the Rights:

(i) You agree that neither you nor any person or entity affiliated with you, directly or indirectly, will enter into any agreement with any third party regarding the Rights unless you first:

(A) notify Company in writing (“Your Notice”) of the proposed agreement with such third party;

(B) furnish Company with complete copies of all documents constituting the proposed agreement regarding the Rights (the “Outside Proposal”); and

(C) offer to enter into an agreement with Company on the same terms and conditions as contained in the Outside Proposal.

(ii) If Company does not accept your offer within _____ days after receipt of Your Notice (“Offer Period”) you may then enter into the agreement set forth in the Outside Proposal provided such agreement is consummated within _____ days after the end of the Offer Period upon the same terms and conditions (or terms and conditions more favorable to you) and in the same form as set forth in the Outside Proposal. If that agreement is not so consummated within the _____ day period set forth above, the right of preemption granted to Company in this paragraph will be revived and no third party other than Company will be authorized to enter into any agreement regarding the Rights.

(iii) Company will not be required, as a condition to accepting any offer made to it pursuant to this paragraph, to agree to any term or condition which cannot be fulfilled by Company as readily as by any other person or to waive any of its rights under this Agreement.

(iv) No failure by Company to accept your offer to acquire the Rights on the terms contained in any particular outside Proposal will be deemed to waive or otherwise affect any of Company’s rights. Without limiting the generality of the preceding sentence, Company will not be deemed bound by any proposed waiver, consent, or other agreement required or contemplated to be made by Company by an Outside Proposal which Company does not preempt.

IN WITNESS WHEREOF, the parties hereto have this day signed in the spaces provided below.

SCHEDULE "A"

Company will pay you an "all-in" royalty, during the term of copyright in the country concerned of Masters embodied in Phonograph Records delivered hereunder computed at the percentage indicated below of the applicable Royalty Base Price, in respect of Net Sales of such Phonograph Records (other than A/V Records) consisting entirely of Master Recordings recorded under this Agreement and sold by Company or Licensees through Normal Retail Channels:

A.01. UNITED STATES:

(a) Your "basic royalty rate" for Albums shall be: _____ percent (_____ %).

(b) Notwithstanding anything to the contrary contained in subparagraph (a) above, with respect to the Committed Album, the royalty rate applicable to Net Sales through Normal Retail Channels in the United States of top-line Albums pursuant to the terms hereof shall be the royalty rate specified in the Royalty Escalation Schedule below.

ROYALTY ESCALATION SCHEDULE

0-250,000	250,001-500,000	500,001-750,000	750,001-1,000,000	1,000,001+
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A.02 FOREIGN

(a) _____ (_____ %) percent of your basic royalty rate (not including escalations) for Canada;

(b) _____ (_____ %) percent of your basic royalty rate (not including escalations); and

(c) _____ (_____ %) percent of your basic royalty rate (not including escalations) for the rest of the Territory.

A.03 The royalty on Phonograph Records sold through direct response, direct to consumer, direct mail or mail order (including, without limitation, so-called "record clubs") shall, if manufactured and sold by Company, be one-half (1/2) of the otherwise applicable royalty; and if manufactured and sold by Licensees, one-half (1/2) of the Net Royalty.

A.04 The royalty for the following will be one-half (1/2) of your basic royalty: (a) any catalog Phonograph Record sold by Company's special products operations or those of the distributor of the Records concerned, including, without limitation, CEMA Special Markets (collectively "SPOs") to educational institutions or libraries, or to other SPO clients for promotion or sales incentive purposes; (b) any Record sold outside the U.S. by Company or Company's principal licensee in the country concerned as part of a television and/or radio ad campaign, for the period such campaign begins and the next two (2); (c) any non-catalog Phonograph Record created on a custom basis for SPO clients, for which the royalty will be computed on the basis of the SPO's actual sales price less taxes and Container Charges; and (d) any singles, long-play singles and EPs. For any Master leased by Company to others for distribution on Phonograph Records in the U.S., Company will pay you fifty (50%) percent of Company's net receipts from Company's licensee. ("Net receipts" in the prior sentence, means receipts after deduction of all copyright, AFM and other third party payments.) If any other Person is entitled to royalties on sales of Records, the payment received by Company will be allocated among you in proportion to your relative royalty rates.

A.05 The royalty on any Budget, Multiple Record, any Record distributed through military exchange channels, any soundtrack, any "Picture disc" (i.e., a disc Record with artwork reproduced on the surface of the Record itself), or Record in a New Configuration will be one-half (1/2) of the applicable basic royalty rate prescribed in paragraph A.01. The royalty rate on any Mid-Priced Record will be three-fourths (3/4) of the otherwise applicable rate. With respect to records sold prior to _____, _____, the royalty on any compact disc Record will be _____ percent of the otherwise applicable rate; with respect to records sold from and after _____, _____, the royalty on any compact disc Record will be _____ percent of the otherwise applicable rate.

A.06 (a) Except as otherwise provided, on Masters licensed by Company on a flat-fee or royalty basis for the sale of Phonograph Records or for any other uses, the royalty shall be an amount equal to fifty (50%) percent of the Net

Flat Fee or Net Royalty, as applicable, from such exploitation of the Masters.

(b) To the extent permissible, you hereby assign Company all right, title and interest in and to any and all payments which you are entitled under the Audio Home Recording Act of 1992, as it may be amended (the "Act") and under any comparable legislation.

A.07 A/V Royalties shall be computed on the A/V Records Royalty Base Price; otherwise, in accordance with the provisions of this Schedule and this Agreement applicable to Conventional Albums and: if manufactured and sold by Company, _____ (_____ %) percent on U.S. sales, _____ (_____ %) percent ex-U.S. If manufactured and sold by Licensees (in the U.S. or elsewhere), and on A/V Recordings licensed or otherwise furnished by Company for exploitation other than on A/V Records, fifty (50%) percent of Net Receipts. A/V royalties (and receipts payments) are "all-in" (i.e., inclusive of, without limitation, payments to publishers).

A.08 Notwithstanding anything to the contrary contained in this Schedule "A" or the Agreement: The royalty on a Phonograph Record embodying Masters together with other master recordings will be computed by multiplying your royalty by a fraction, with the numerator the number of Masters contained on the particular record and the denominator the total number of Selections thereon. No royalties shall be payable to you in respect of Phonograph Records sold or distributed by Company or Licensees for promotional purposes, as cutouts, at close-out prices, as scrap, at less than inventory cost or at fifty (50%) percent or less of the Record's highest posted wholesale price (whether or not intended for resale), as "free", "no charge" or "bonus" Records (whether or not intended for resale), to employees of Company or Licensees and their relatives, or to radio stations. If records derived from the Masters are sold for less than Company's highest posted wholesale price but more than fifty (50%) percent thereof, then, for purposes of this paragraph, a percentage of such records shall be deemed non-royalty bearing records, which percentage shall be an amount equal to the applicable discount. Company may compute and pay royalties hereunder on a new royalty base other than the Royalty Base Price, as long as the new formula does not affect the net royalties payable to you at that time.

A.09 "Container Charge" means the following percentages of the Gross Royalty Base: _____ (_____ %) percent for Singles packaged in color or other special printed sleeves, and for Albums, EPs, and long-playing singles in disc form packaged in Company's standard singlefold jackets without special elements such as, plastic, cardboard, or printed inner sleeves, inserts, or attachments; _____ (_____ %) percent for all other Albums, EPs or long-playing singles in disc form, and for all other audio-only Phonograph Records in disc form; _____ (_____ %) percent for A/V Records, all Phonograph Records in tape form, such as reel-to-reel tapes, cartridges, cassettes (whether audio or video) and for all other recorded devices; _____ (_____ %) percent for CD Records, digital audio tape, DCC, Mini-disc and all Records in New Configurations.

A.10 "Net Receipts" means an amount equal to the gross monies ("Gross") received by Company in the U.S. from a party from the exploitation by that party of rights in A/V Recordings (including monies received by Company for the use of A/V Recordings in A/V Records) less _____ (%) percent of the Gross as a distribution fee, and less costs incurred by Company in connection with the exploitation of those rights and the collection of those monies.

A.11 "Net Royalty" or "Net Flat Fee" means the gross royalty or gross flat fee received by Company in the U.S. from a party from the exploitation by that party of rights in Masters (other than A/V Recordings), less all costs incurred by Company in connection with the exploitation of those rights and the collection of those monies, and less all monies payable by Company to any party in connection with the exploitation of those rights, except for monies payable to producers of those Masters, which cost shall be borne solely by you.

A.12 "Net Sales" means _____ (_____ %) percent of gross sales to wholesale and retail customers, less returns, credits and reserves against anticipated returns and credits.

A.13 "Net Sales through Normal Retail Channels" refers to Net Sales of Phonograph Records hereunder through Company's principal distributor in the country in question for resale through record or other retail stores for which a royalty is paid hereunder (and, without limiting the generality of the foregoing, shall exclude sales or distributions referred to in A.03, A.04 and A.05);

A.14 "New Configuration" means any configuration of record not expressly enumerated herein.

A.15 "Royalty Base Price" means the amount specified below ("Gross Royalty Base") applicable to the Phonograph Records concerned, less all excise, purchase, value added, or similar taxes (included in the Royalty Base Price) and less the applicable Container Charge.

A.16 (a) "Mid-Priced Record" means a Phonograph Record which bears a Gross Royalty Base between twenty (20%) percent and thirty five (35%) percent lower than the Gross Royalty Base applicable to Company's then-current highest prevailing "top-line" record of comparable repertoire and in the same configuration (e.g., Album, Multiple

Record Set, long play single, tape cassette, CD, etc.) released by Company or its Licensees in the territory concerned.

(b) “Budget Record” means a Phonograph Record which bears a Gross Royalty Base greater than thirty-five (35%) percent lower than the Gross Royalty Base applicable to Company’s then-current highest prevailing “top-line” record of comparable repertoire and in the same configuration (e.g., Album, Multiple Record Set, long play single, tape cassette, CD, etc.) released by Company or its Licensees in the territory concerned.

A.17 “Multiple Album” means an Album sold as a single unit containing two (2) or more units of a particular configuration of Record.

A.18 “Phonograph Record” and “Record” means every form of reproduction, whether now known or unknown, embodying sound alone, or sound with visual images, distributed primarily for home use, school use, jukebox use, or use in means of transportation, including, without limitation, discs of any speed or size, reel-to-reel tapes, cartridges, cassettes or other pre-recorded tapes.

Mechanical License (United States)

DATE:

Licensee: _____

Licensors:

Composition:

Writer(s)

Timing:

Rate:

Artist

Record No.:

Date of Release

1. Licensors warrant and represents that (a) it is the owner of a valid United States copyright in the above musical composition (the "Composition"), (b) the Composition is original and does not violate or infringe upon the rights of any person, firm or other entity, (c) it has full right, power and authority to grant this license and (d) it will be responsible for payment of all sums due to the writer(s) of the Composition by reason of Licensee's exercise of the rights granted hereunder.

2. Licensors grants to Licensee the nonexclusive right, privilege and license, irrevocable during the term of the copyright and all renewals and extensions thereof, to reproduce the Composition (either words or music or both) in phonorecords, to be manufactured and sold for distribution in the United States (the "Territory"), including the right to reproduce the lyrics of the Composition on the packaging of such phonorecords.

3. Licensee shall pay to Licensors copyright royalties at _____ percent of the above rate for each phonorecord containing the Composition which is manufactured and sold by Licensee for distribution in the Territory and not returned. Phonorecords which are distributed as promotional units or as so-called "free goods" shall not be deemed sold. For phonorecords which have a suggested retail list price between 15% and 29% less than the suggested retail list price used for Licensee's top-line phonorecords, the copyright royalty rate shall be _____ percent of the otherwise applicable rate and for phonorecords which have a suggested retail list price which is 30% or less than the suggested retail list price for Licensee's top-line phonorecords, the copyright royalty rate shall be _____ percent of the otherwise applicable rate.

4. This license is intended to cover and is limited to the recording of the Composition by the above artist on the above phonorecord (and re-releases thereof).

5. Licensee shall render to Licensors semi-annual statements of royalties payable hereunder, within forty-five (45) days after the end of each calendar quarter, together with payment of all royalties shown to be due. Licensee shall have the right to withhold a reasonable portion of royalties otherwise due as a reserve against returns. A reserve equivalent to % of phonorecords shipped during any accounting period shall be deemed reasonable. Each royalty statement rendered by Licensee shall be binding upon Licensors and not subject to objection by Licensors for any reason unless specific objection in writing, stating the basis thereof, is given to Licensee within _____ year(s) from the date rendered.

6. Licensor does hereby indemnify, save and hold Licensee harmless from any and all loss or damage (including legal expenses and reasonable attorney's fees) arising out of or connected with any claim by a third party which is inconsistent with Licensor's warranties and representations contained herein. Pending the determination of any claim involving such alleged breach, Licensee may withhold sums due Licensor hereunder in an amount consistent with such claim.

7. This agreement shall inure to the benefit and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. The execution of this agreement shall constitute and is accepted by Licensor as full compliance with all obligations of Licensee to Licensor, statutory and otherwise, arising from or connected with Licensee's use of the Composition as provided herein.

Licensor

By: _____

Licensee

By: _____

Fed. Emp. ID. No.:

Notice of Termination Under Section 304(c) of P.L. 94-553 (90 STAT. 2541)

1. Name of Each Grantee or each Grantee's Successor whose rights are being terminated and the address of each Grantee or each Grantee's Successor:

2. Title of Composition; Name of at least One Author or Composer; Original Copyright Date; original Registration Number (if known); and Effective Date of Termination:

Title	Name of One Author or Composer	Original Copyright Date	Registration No. (if known)	Effective Date of Termination
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3. A brief statement reasonably identifying the Grant to which the Notice of Termination applies:

4. Name, Address, and the relationship of persons effecting Termination:

Signature of all entitled to terminate the Grant:

By: _____

Acting on behalf of the following:

[Print name and relationship to deceased]

A copy of this Notice was mailed to Grantee(s) listed in Paragraph 1 by Certified Mail, Return Receipt Requested, on
/_____/_____.

Please return copies of all Notices to the: _____.

Personal Management Agreement

AGREEMENT made as of the _____ day of _____ between _____ (hereinafter referred to as “Manager”) whose address is _____ and _____ (hereinafter referred to as “Artist”) whose address is _____.

1. *Appointment:*

(a) Artist hereby appoints Manager as Artist’s sole and exclusive personal manager, representative and advisor, throughout the world, with respect to all Artist’s activities in the Entertainment Industry, and Manager hereby accepts such engagement. In this capacity Manager shall render such advice, guidance, counsel and such other services as Artist may reasonably require to further Artist’s career in the Entertainment Industry, including but not limited to the following services: (i) To represent Artist and to negotiate (in conjunction with Artist’s attorney) the terms of agreements for the use, employment or exploitation of Artist’s services and the products thereof in the Entertainment Industry. (ii) To supervise Artist’s professional employment in the Entertainment Industry and to consult with employers and potential employers so as to assure the proper use and promote demand therefor throughout the world. (iii) To be available at reasonable times and places to confer with Artist in connection with all matters concerning Artist’s career in the Entertainment Industry. (iv) To engage and discharge and supervise booking agents which Artist may elect to utilize for the purpose of securing engagements.

(b) Artist shall advise Manager of all offers of employment submitted to Artist, in order that Manager may determine in consultation with Artist whether the same are compatible with Artist’s career. Artist shall not engage any booking agent without first consulting Manager. It is expressly understood that Manager is not a licensed talent agent or theatrical employment agent and that Manager has not offered or promised to obtain, seek or procure employment or engagements for Artist.

2. *Term:*

(a) The initial term of this agreement shall commence on the date hereof and shall continue until _____ (_____) years following the initial commercial release in the United States of Artist’s first album recorded under the Recording Agreement, as hereinafter defined, unless sooner terminated as herein provided.

(i) Notwithstanding the foregoing, if Artist has not entered into a term recording agreement (a “Recording Agreement”) with a major record company (i.e. Sony Music, EMI, MCA, PolyGram, Warner Bros., Elektra, Atlantic, BMG or a label associated with or distributed by any of the aforesaid companies) within _____ (_____) year(s) from the date hereof (the period between the date first above written and the date such a Recording Agreement is entered being herein referred to as the “Trial Period”), this Agreement shall automatically terminate _____ year(s) from the date hereof.

(b) If Artist’s Gross Compensation (as hereinafter defined) during the initial term is at least \$_____ Manager shall have an option to extend the term for a further period of _____ (_____) years (the “Option Period”), which option shall be exercisable by written notice to Artist delivered not later than _____ (_____) days prior to the expiration of the initial term. In view of the fact that sales of records embodying Artist’s recordings and royalties due to Artist by reason thereof may not be reported for some time after the date when Manager is to exercise his option, the parties agree to rely upon the projection of the responsible financial officer at the company distributing Artist’s recordings, if such projection is required for the purpose of determining whether the aforesaid Gross Compensation level has been attained during the initial term.

3. *Manager’s Commission:*

(a) Artist agrees to pay Manager a commission equal to _____ percent (_____%) of Artist’s Gross Compensation during the term of this Agreement.

(b) After the expiration of the term of this Agreement, Artist agrees to pay to Manager the following commissions on Post Term Income (“PTI”). PTI shall mean Artist’s Gross Compensation from the exploitation of (1) Artist’s recordings made pursuant to any recording agreement entered during the term of this Agreement and (2) the following songs written or co-written by Artist, including the publisher and writer share of mechanical, synchronization and performance income from the exploitation of phonorecords, videos, films and other devices initially fixed during the relevant period:

(i) _____ percent (_____%) of PTI in respect of Artist’s recordings initially released during the term of this agreement and Artist’s songs initially published during the term of this agreement, for so long as such PTI is received;

(ii) _____ percent (_____%) of PTI in respect of Artist’s recordings initially released during the first year after the term of this Agreement and Artist’s songs initially published during said first year, for a period of _____ (_____) years thereafter; and

(iii) _____ percent (_____%) of PTI in respect of Artist’s recordings initially released during the second year after the term of this Agreement and songs initially published during said second year, for a period of _____ (_____) years thereafter.

(c) Notwithstanding anything to the contrary contained herein, Manager agrees to defer payment of any commissions which become due to Manager by reason of Artist’s live performance income until such time during any year of the term of this agreement as Artist’s net income from all Artist’s activities in the Entertainment Industry is \$ _____ (“Deferral Period”). Any such deferred commissions shall be paid out of Artist’s activities in the Entertainment Industry after the expiration of the Deferral Period. If the Trial Period ends without Artist’s having entered a Recording Agreement, any such deferred commissions shall be deemed waived by Manager.

4. *Authority:* During the term of this Agreement, Manager shall have the authority to solicit and negotiate (in conjunction with Artist’s attorney) all offers from third parties for the use of Artist’s services and the products thereof in the Entertainment Industry, but all such contracts shall be subject to Artist’s approval and shall not be effective unless and until executed by Artist, provided, however, that Manager shall have the authority (subject to Artist’s approval in each instance) to execute and/or authorize Artist’s booking agent to execute so-called “one-nighter” personal appearance agreements, such authority to be revocable upon written notice to Manager. All such contracts shall provide that payment shall be made to Artist in care of Manager, and any funds so paid to Manager shall be deemed received in a fiduciary capacity and shall be held in a segregated account and accounted for in the manner hereinafter provided.

5. *Accountings:*

(a) Manager shall furnish to Artist, not less frequently than _____, a reasonably detailed written accounting of all Artist’s Gross Compensation received by Manager and commissions due to Manager hereunder as well as reimbursable expense incurred by Manager.

(b) Manager agrees to maintain complete and accurate books and records relating to this Agreement, which Artist shall have the right to inspect, at Artist’s expense, provided, however, that if a material error therein is discovered, the cost of such inspection, together with interest at the prevailing rate on any sums due to Artist, shall be paid by Manager, without limiting Artist’s other rights in such event.

(c) Notwithstanding anything to the contrary contained herein, Artist may appoint a business manager, at Artist’s expense, to receive and administer Artist’s Gross Compensation from the use of Artist’s services and the products thereof in the Entertainment Industry. In such event, all contracts shall provide (or be amended to provide) that Artist’s Gross Compensation be paid to such business manager and Manager shall remit any sums received by Manager to such business manager, who shall be responsible for the payment of Manager’s commission and reimbursable expenses as provided herein. Such business manager shall maintain books and records and make them available for

Manager's inspection in the manner provided in the preceding subparagraph.

6. *Scope:* This Agreement shall not be construed to create a partnership between Artist and Manager, it being understood that Manager shall render services hereunder as an independent contractor and may render the same or similar services for others as well as to engage in other business activities, so long as Manager continues to be active as a personal manager in the Entertainment Industry and such other activities do not interfere with Manager's ability to render services hereunder.

7. *Expenses:* Although Artist's expenses which may arise in connection with Artist's activities in the Entertainment Industry (including but not limited to, the cost of material, equipment, facilities, transportation, lodging and living expenses, costumes, make-up, accounting and legal fees) are Artist's responsibility, it is anticipated that Manager may from time to time incur such expenses on Artist's behalf and/or advance funds to Artist for such expenses. If Manager does so, or if Manager incurs bona fide expenditures in rendering services hereunder solely in connection with Artist's career which are substantiated by receipted vouchers or paid bills, Manager shall be reimbursed therefor out of Artist's Gross Compensation after deduction of commissions due to Manager pursuant to this Agreement. Manager shall obtain Artist's express written approval prior to incurring any such reimbursable expenses, provided, however that such approval shall not be required for expenditures of less than \$ _____ per item or \$ _____ in the aggregate per month.

8. *Conflict of Interest:* From time to time during the term of this Agreement, persons or entities owned and/or controlled, directly or indirectly by Manager or Manager's shareholders, officers, directors and employees, whether acting alone or in association with others, may package entertainment programs or other presentations in which the Artist is employed. Manager shall not be entitled to commissions hereunder based on Artist's Gross Compensation by reason of the foregoing or under other agreements pursuant to which Artist is employed by Manager, or an entity affiliated with Manager. Such relationships shall not be deemed to be a breach of this agreement or of any fiduciary obligations of Manager to Artist, and shall not in any way affect Manager's right to commissions hereunder in all other instances.

9. *Breach:* No breach of this Agreement shall be deemed material, unless the party alleging such breach shall have given written notice thereof to the other party and such other party shall fail to cure such breach within _____ (_____) days after receipt of such notice. A waiver by either party of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach, whether of a similar or dissimilar nature.

10. *Controlled Entities:* Artist shall cause any corporation, partnership, trust or other business entity which Artist now owns or controls or may hereafter own or control or in which Artist has a direct or indirect interest (hereinafter "firm") which has a right to Artist's services in the Entertainment Industry to enter into an agreement with Manager, on the same terms and conditions as contained in this Agreement, and Artist agrees that all Gross Compensation received by such firm by reason of Artist's activities in the Entertainment Industry shall be subject to Manager's commission hereunder. In such event, any salary or other compensation paid to Artist by such firm shall be non-commissionable, in view of the fact that source of such compensation shall already have been subject to commission.

11. *Definitions:* As used in this Agreement, the following terms shall have the following meanings:

(a) "Entertainment Industry" shall mean all services and activities in the fields of phonograph records, transcriptions, personal appearances, merchandising endorsements and tie-ins and the sale, lease or other disposition of musical compositions written or co-written by Artist.

(b) "Gross Compensation" shall mean all forms of consideration, including salaries, advances, fees, royalties, bonuses, gifts, shares of receipts, stocks and stock options, paid to Artist by reason of Artist's activities in the Entertainment Industry pursuant to contracts, engagements and commitments entered into or negotiated during the term of this agreement (regardless of by whom procured) and any net recovery (after payment of all costs and attorneys' fees) from any suits, claims, actions, proceedings or arbitration proceedings arising out of alleged breach, non-performance or infringement by others of any of such contracts, engagements or commitments. Notwithstanding the foregoing,

Gross Compensation shall exclude monies received by Artist (i) and paid out as actual recording costs (including payments to third party producers, performers and other studio personnel) (ii) and paid out as actual costs of travel, living, booking agent commissions, lighting and opening acts in connection with live performances (iii) and paid out as actual video and/or film production costs (iv) which are payable to third party co-publishers and co-writers of musical compositions written by Artist (v) as reimbursement for out of pocket expenses incurred by Artist in connection with promotional activities (vi) in compensation for studio session work (vii) as "tour support" paid to make up a deficit incurred by Artist in connection with live performances (vii) costs paid to third parties as talent agent fees in connection with television or motion picture package programs in which Artist appears.

12. *Parties:* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives and assigns. Manager shall make available the personal services of _____ ("Key Man") to perform the services to be furnished by Manager hereunder. Key Man shall be primarily responsible for the handling of Artist's career in the Entertainment Industry. If Key Man, by reason of disability or otherwise, ceases to be available for a period of _____ (_____) days or more, Artist may, upon written notice to Manager, elect to terminate this Agreement.

13. *Notices:* All notices, requests, demands and other communications under this agreement shall be in writing and shall be deemed to have been duly given if either delivered personally or sent by certified or registered mail, return receipt requested, with postage prepaid, to each party at its address indicated above or to such other address as any party may hereafter notify the other parties in like manner. Courtesy copies of notices to Artist shall be sent to _____. Courtesy copies of notices to Manager shall be sent to _____.

14. *Artist's Warranties:*

(a) Artist warrants and represents that Artist (i) has full right power and authority to enter into this Agreement; (ii) is under no obligation or disability or prohibition which might prevent Artist from performing his obligations hereunder; (iii) will not during the term of this agreement enter into any agreement which might materially interfere with Artist's ability to perform his obligation hereunder, including engaging any other person firm or corporation to act as Artist's personal manager in the Entertainment Industry.

(b) Artist agrees to indemnify and hold Manager harmless from and against any lost cost damage or expense (including reasonable attorneys' fees) arising out of any third party claim which is inconsistent with the foregoing warranties and representations which is reduced to final judgment or settle with Artist's consent, not to be unreasonably withheld. Artist agrees to reimburse Manager upon demand for any payment made by Manager within the scope of the foregoing indemnity.

15. *Entire Agreement:* This Agreement contains the entire agreement between the parties and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment of the terms of this agreement shall be binding unless reduced to writing and signed by Artist and Manager.

IN WITNESS WHEREOF, the parties have entered into this Agreement on as of the date first above written.

Artist:

Manager:

By: _____

Photography Agreement

AGREEMENT entered into this _____ day of _____, _____ by and between _____ of _____ (hereinafter "Licensor") and _____ of _____ (hereinafter "Licensee").

1. The Images

Licensor agrees to furnish the services of _____ (hereinafter "Photographer") to photograph _____ color images (hereinafter the "Images") at _____ (the "Location") described briefly as follows: The Photographer shall make all creative decisions pertaining to the conceptualization and execution of the Images. The Photographer shall be the copyright proprietor of the Images, which are expressly understood and agreed not to be works for hire.

2. Usage and Limitations

Licensor hereby grants to Licensee, subject to the terms and conditions specified herein, the following rights:

- a. To publish high resolution reproductions of the Images on the cover of a compact disc recording identified as _____ (the "CD") and on the inside pages of a booklet to accompany the CD (the "CD booklet") to be produced and marketed by Licensee.
- b. To reproduce the Images in Licensee's printed product catalog, on Licensee's Web Site, and print advertising in direct connection only with the CD.

The Images may not be cropped or otherwise altered or manipulated in any manner.

These rights granted hereunder are subject to Photographer's receipt of acceptable releases from the Location and from any individual whose likeness appears in the Images.

The rights granted hereunder are non-exclusive, provided, however, that Licensor agrees not to license the use of any of the Images actually used on the CD or in the CD Booklet with a directly competing recording for a period of _____ years from the date of this agreement.

The rights granted to Licensee hereunder are not transferable, except if Licensee sells or licenses the CD for reissue in its original form, the Images may be licensed for use therewith subject to the terms and conditions of this agreement.

3. Credit

In the CD booklet, in Licensee's catalog and on Licensee's the Web Site. the phrase "Photo copyright © _____ (the Photographer)" shall clearly and legibly appear along the edge of each image,

4. Format

Licensee will be provided with a 5 inch x 7 inch glossy color print of each of the Images.

5. Sample copies

Upon its initial release, Licensee shall provide Licensor free of charge _____ copies of the CD and the CD booklet.

6. Initial Fee

In consideration for the rights granted hereunder, Licensee shall pay to Licensor an initial fee of US \$ _____, which shall cover the use of the Images in up to _____ copies of the CD including the CD booklet as well as in Licensee's print and Internet advertising for the CD.

Payment of the initial fee (plus any applicable taxes) shall be made as follows: \$ _____ upon the execution of this Agreement, \$ _____ upon delivery of the color contact sheets from the shoot, and the remaining \$ _____ will be due upon delivery of the 5 inch x 7 inch color prints of the Images.

No rights shall be deemed granted hereunder unless and until payment in full of the applicable fee is paid.

7. Reissue Fee

In the event Licensee or any third party reissues the CD in its original form, the Images may be licensed by Licensee, subject to the terms and conditions of this agreement, for a supplemental fee of US\$ _____ per _____ CDs, such supplemental fee to be paid to Licensor prior to production of the reissue. Reissues do not include compilations or anthologies containing recordings from the CD or other re-issues of the recordings contained on the CD or liner notes in any form or combination other than as originally released by Licensee.

The fee for reuse is firm for a period of _____ years from the date first appearing above, thereafter it is subject to review but shall not in any event be less than US\$ _____ per _____ CDs.

8. Verification of Production

Licensee shall maintain books of account concerning the manufacture and distribution of the CD. Licensor or Photographer may, at their sole expense, audit said books for the purpose of verifying the production figures of the CD as they pertain to the fees provided in this contract. Such audit shall be conducted upon reasonable advance notice during Licensee's regular business hours.

9. Taxes

Licensee shall furnish Licensor with Licensee's NYS Sales Tax Exemption form. Otherwise, sales taxes will be charged to and paid by Licensee.

10. Additional Terms and Conditions

Photographer shall retain copyright in the Images and all rights therein other than those rights expressly granted in this Agreement. All negatives, transparencies, Polaroids or related materials shall remain the property of the photographer.

Licensee agrees that Photographer and Licensor may use copies of the CD Booklet for their promotional purposes.

Liability of Licensor and Photographer under any circumstances shall not exceed the fees paid by Licensee, Licensor shall not be liable for the loss of or damage to any film, negatives or photographs caused by third parties, including photo-finishing labs, or from theft, fire, flood, or natural disaster, nor shall Licensor be responsible for any special, incidental or consequential damages.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (except as otherwise provided herein). It shall be construed in accordance with the laws of the State of _____ governing agreements executed and wholly to be performed therein. The parties hereby consent to the jurisdiction and venue of any court located in _____ County for the purpose of adjudicating any dispute arising out of or in connection with this Agreement. The terms of this Agreement are confidential and may not be disclosed to any third party without the prior written consent of Licensor.

(Licensor)

By: _____

(Licensee)

By: _____

Popular Songwriter Contract—Single Song

AGREEMENT made this _____ day of _____ 20____ between _____ (hereinafter called the “Publisher”) and _____ jointly and/or severally (hereinafter called “Writer(s)”):

Witnesseth:

In consideration of the agreement herein contained and of the sum of One (\$1.00) Dollar and other good and valuable consideration in hand paid by the Publisher to the Writer(s), receipt of which is hereby acknowledged, the parties agree as follows:

1. The Writer(s) hereby sells, assigns, transfers and delivers to the Publisher, its successor and assigns, a certain heretofore unpublished original musical composition, written and/or composed by the above named Writer(s), now entitled _____ including the title, words and music, and all copyrights thereof, including but not limited to the copyright registration thereof No. _____, and all rights, claims and demands in any way relating thereto, whether legal or equitable, including but not limited to the grand rights (which include among other rights the right to include the said composition in a dramaticomusical work or review), and the exclusive right to secure copyrights therein throughout the entire world, and to have and to hold the said copyrights and all rights of whatsoever nature now and hereafter thereunder existing and/or existing under any agreements or licenses relating thereto, for and during the full terms of all of said copyrights. In consideration of the agreement herein contained and the additional sum of One (\$1.00) Dollar and other good and valuable consideration in hand paid by the Publisher to the Writer(s), receipt of which is hereby acknowledged, the Writer(s) hereby sells, assigns, transfers and delivers to the Publisher, its successors and assigns, the copyrights of said musical composition(s) whether now known or hereafter created throughout the world to which the Writer(s) may be entitled now or hereafter, and all registrations thereof, and all rights of any and every nature now and hereafter thereunder existing for the full terms of copyrights.

2. The Writer(s) hereby warrants that the said composition is his sole, exclusive and original work, and that he has full right and power to make the within agreement, and that there exists no adverse claims to or in the said composition.

3. The Writer(s) hereby warrants that the foregoing musical composition does not infringe any other copyrighted work and has been created by the joint collaboration of the Writers named herein and that said composition, including the title, words and music thereof, has been, unless herein otherwise specifically noted, the result of the joint efforts of all the undersigned Writers and not by way of any independent or separable activity by any of the Writers.

4. In consideration of this agreement, the Publisher agrees to pay the Writer(s) as follows:

(a) as a non-returnable advance against the royalties payable to Writer(s) hereunder, which sum, and all other advances which may be paid, shall be deductible from payments hereafter becoming due the Writer(s) hereunder or under any other agreement heretofore or hereafter made between the parties.

(b) the royalties provided in Exhibit I annexed hereto on the dates and for the accounting periods therein specified.

5. It is understood and agreed by and between all the parties hereto that all sums hereunder payable jointly to the Writer(s) shall be paid to and divided amongst them respectively as follows:

Name	Share
_____	_____
_____	_____
_____	_____

6. In the event that Publisher within one (1) year from the date hereof, has not performed at least one of the following acts:

(a) published and offered the musical composition for sale in regular piano copies or other customary form of trade publication; or

(b) caused a commercial phonograph record embodying the musical composition to be made and distributed; or

(c) licensed the use of the musical composition or any part thereof in or as part of a motion picture, or television picture, or live production, or dramatic or musical production; or

(d) paid to the Writer(s) the sum of Fifty (\$50.00) Dollars as an advance against all royalties hereunder.

Then, subject to the provisions of Paragraph 8 herein, the Writer(s) shall have the option to give Publisher by certified mail, written notice to the effect Publisher shall have thirty (30) days after receipt of such notice from the Writer(s) in which to cure such failure by performing any one of the acts contained in subparagraphs (a), (b), (c), or (d) of this paragraph. In the event that Publisher shall not cure such failure within such thirty (30) day period, then all rights in and to the musical composition shall automatically revert to the Writer(s) without any further liability on the part of Publisher hereunder and subject to all licenses previously given by Publisher hereunder, provided that Publisher shall then advise such licensees to account directly to Writer(s) for any uses under their licenses, and if an advance is then outstanding in favor of any such licensee, Publisher shall remain liable to Writer(s) for the royalties herein stipulated if provision is not made for direct payment notwithstanding such advance.

7. The Writer(s) hereby consents to such changes, adaptations, dramatizations, transpositions, editing and arrangements of said composition, and the setting of words to the music and of music to the words, and the change of title as the Publisher deems desirable. In the event that the composition covered by this agreement is an instrumental composition, then and in such event the Writer(s) hereby irrevocably grants to the Publisher the sole and exclusive right and privilege to have lyrics written for such composition by a writer or writers designated by the Publisher, which lyrics shall require only the approval of the Publisher, whereupon the Writer(s) shall be entitled to only one-half of the aforementioned royalties provided in this agreement. The Writer(s) hereby waive any and all claims which they have or may have against the Publisher and/or its associates, affiliated and subsidiary corporations by reason of the fact that the title of the said composition may be the same or similar to that of any musical composition or compositions heretofore or hereafter acquired by the Publisher and/or its associated, affiliated and subsidiary corporations. The Writer(s) consents to the use of his (their) name and likeness and the title to the said composition on and for the music, folios, recordings, performances, and player rolls of said composition and in connection with publicity all (I advertising concerning the Publisher, its successors, assigns and licensees, and said composition and agrees that the use of such name, likeness and title may commence prior to publication and may continue so long as the Publisher shall own and/or exercise any rights in said composition.

8. Writer(s) understands and agrees that in order to exploit effectively the said composition it is frequently necessary for the Publisher, or Writer(s), pursuant to instructions from the Publisher, to make recordings of the said composition for demonstration purposes. Said recordings are, in the Trade, commonly referred to as "demo-records." Writer(s) agrees that effective from the date hereof Publisher shall charge to Writer(s) and deduct from any royalty otherwise payable to Writer(s) (or in equal proportions from each Writer, if there be more than one) one-half (1/2) of the costs of production of demo-records embodying the said composition. If a demo-record has been paid for by Publisher, the provisions in Paragraph 6 shall not apply, unless costs of the demo-record have been reimbursed or recouped.

9. Written demands and notices other than royalty statements provided for herein shall be sent by certified mail.

10. Any legal action brought by the Publisher against any alleged infringer of said composition shall be initiated and prosecuted at the Publisher's sole expense, and of any recovery made by it as a result thereof after deduction of the expense of the litigation, a sum equal to fifty per cent (50%) shall be paid to the Writer(s).

(a) If a claim is presented against the Publisher in respect of said composition, and because thereof the Publisher is jeopardized, it shall thereupon serve written notice upon the Writer(s), containing the full details of such claim known to the Publisher and thereafter until the claim has been adjudicated or settled shall hold any moneys coming due the Writer(s) in escrow pending the outcome of such claim or claims. The Publisher shall have the right to settle or otherwise dispose of such claims in any manner as it in its sole discretion may determine. In the event of any recovery against the Publisher, either by way of judgment or settlement, all of the costs, charges, disbursements, attorney fees and the amount of the judgment or settlement, may be deducted by the Publisher from any and all royalties or other payments theretofore or thereafter payable to the Writer(s) by the Publisher or by its associated, affiliated, or subsidiary corporations.

(b) From and after the service of summons in a suit for infringement filed against the Publisher with respect to said composition, any and all payments thereafter coming due the Writer(s) shall be held by the Publisher in trust until the suit has been adjudicated and then be disbursed accordingly, unless the Writer(s) shall elect to file an acceptable bond in the sum of payments, in which event the amounts due shall be paid to the Writer(s).

11. "Writer" as used herein shall be deemed to include all authors and composers signing this agreement.

12. The Writer(s), each for himself, hereby irrevocably constitutes and appoints the Publisher or any of its officers, directors, or general manager, his (their) attorney and representative, in the name(s) of the Writer(s), or any of

them, or in the name of the Publisher, its successors and assigns, to make sign, execute, acknowledge and deliver any and all instruments which may be desirable or necessary in order to vest in the Publisher, its successors and assigns, any of the rights hereinabove referred to.

13. The Publisher shall have the right to assign this agreement and its obligations hereunder, or sell, assign, transfer, license or otherwise dispose of any of its rights and obligations in whole or in part under this agreement to any person, firm or corporation, but said disposition shall not affect the right of the Writer(s) to receive the royalties hereinabove set forth from the assignee.

14. This agreement shall be construed only under the laws of the State of New York. If any part of this agreement shall be invalid or unenforceable, it shall not affect the validity of the balance of this agreement.

15. This agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives and assigns, and represents the entire understanding between the parties.

16. If the said composition has been recorded and released fill in, the following:

Date and place of first release:

Record Company:

Record number:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Name of Publisher:

By:

Writer:

Address:

Soc. Sec. #:

Year of Birth:

Writer:

Address:

Soc. Sec. #:

Year of Birth:

Writer:

Address:

Soc. Sec. #:

Year of Birth:

Exhibit 1 (Songwriter Royalties)

- (a) 5 cents per copy with respect to regular piano copies separately sold and paid for in the United States and Canada.
- (b) 10% of the net wholesale selling price of each copy of all other printed editions, if any [except for the use thereof in folios or other composite works licensed and not issued by Publisher], sold and paid for in the United States and Canada.
- (c) 50% of all net sums actually received by Publisher from the licensing of mechanical instrument, electrical transcription, motion picture and television synchronization rights and all other rights [including the use thereof in folios or other composite works licensed by Publisher] now known or hereafter to become known in the United States and Canada.
- (d) No royalties shall be due for “professional copies” or other complimentary copies for advertising or promotional purposes not sold or resold.
- (e) For use in folios or other composite works together with other compositions, the said royalty rate provided hereinbefore shall be prorated in the ratio of the musical composition to all works (including the musical composition) in such publication, except that with respect to royalties for such usage provided in paragraph (c) above, such pro rata computation shall be based on the relation between the musical composition and the total number of compositions so licensed by Publisher.
- (f) 50% of all net sums actually received by Publisher from sales and uses in countries outside the United States and Canada. It is understood that in such outside countries publication may be made by an assignee, representative or licensee of Publisher.

- (g) Writer(s) shall not be entitled to share in any sums distributed to Publisher by any performing-right organization which makes a direct or indirect distribution to writers. If however, any small performance rights shall be administered directly by Publisher or its assignees, agents or licensees, Publisher shall pay hereunder 50% of all net sums received by Publisher therefrom.
- (h) The Publisher agrees that it will render statements to the Writer(s) within forty-five (45) days after June 30th and December 31st of each year, and will accompany such statements with payments for any royalties earned by the Writer(s), in excess of advances previously paid, and due and owing at the end of each of such semiannual periods. Payments in amounts of less than ten (\$10) dollars may be deferred to subsequent accounting periods until at least such sum on a cumulative basis is due. Said statements and payments, in the absence of written objection thereto by the Writer(s) within six (6) months from receipt, shall constitute an account stated as to all royalties due for the period encompassed by such statement and/or payment.

Producer/Artist Agreement

Agreement (the "Agreement") made and entered into as of the _____ day of _____, _____, by and between _____ ("Artist"), of _____, and _____ hereinafter referred to as "Producer", of _____.

The parties hereby agree as follows:

1. *Engagement:* Artist hereby engages Producer to produce and/or remix, at Artist's sole direction, master recordings (the "Masters") embodying Artist's performances of the composition(s) tentatively entitled _____ for use in Artist's album currently being produced (the "Album") to be distributed by _____ ("Distributor") pursuant to an agreement between Artist and Distributor (the "Agreement"). Producer accepts such engagement and agrees to render such nonexclusive services on a "first priority" basis until Producer has fulfilled all of Producer's material obligations hereunder.

2. *Recording Procedure:*

(a) The times and places of all recording sessions, the accompanying artists (vocalists and instrumentalists) to perform at such recording sessions and the other creative and technical personnel to be utilized shall be designated by Artist.

(b) In respect of the Masters, Producer shall:

(i) produce, record, mix, and edit the Masters (and/or remix the Masters, if so directed by Artist).

(ii) perform such other services in connection with the Masters as are performed by producers in the recording industry, including, without limitation customarily engaging musicians, vocalists, conductors, contractors, arrangers and copyists, and arranging for the use of recording studios and other necessary technical facilities and personnel.

(iii) deliver to Artist fully-edited and leadered master recordings technically and commercially satisfactory to Artist and Distributor for the manufacture and sale of phonograph records. In addition to a mix for the Album, Producer shall also deliver to Artist an instrumental version, as well as "TV" and "radio" mixes (as those terms are generally understood in the recording industry) and such other mixes as Artist or Distributor may require. All session tapes and any derivatives, duplicates or reproductions thereof (including, without limitation, any out-takes ("Out-Takes")) shall also be delivered to Artist, or to any other location reasonably designated by Artist.

(iv) maintain and submit job sheets and deliver to Artist in a timely fashion, but no later than two (2) days prior to union filing requirement, properly completed session reports, and all other documents, information and other materials, if any, required by Artist including, without limitation, (i) AFM Form B, W-4 Forms and AFTRA reports for recording sessions in order to make payment when due, of union scale compensation, or in order to effect timely compliance with any other obligations under any applicable agreement with any union or labor organization in connection with the Masters; (ii) complete label copy, liner notes and credits including, complete and accurate writer and publisher credits, sequence and final timings; and (iii) immigration clearance for all persons performing services in connection with each Master, including, without limitation, INS Form I-9, and a list of all featured vocal performers, background vocal performers and instrumental performers on each Master, identifying their performances. Producer shall pay or reimburse Artist, upon demand, for any penalties, fines, late charges or other costs incurred by reason of Producer's failure to properly and timely comply with the foregoing and any such sums paid by Artist and/or Distributor and not promptly reimbursed by Producer may, at Artist's option and without limiting any of Artist's rights, be applied by Artist in reduction of any royalties or other sums, if any, payable to Producer under this Agreement.

(c) Producer shall not enter into any agreement on behalf of Artist and/or Distributor or incur, directly or indirectly, any liability or expense of any kind for which Artist and/or Distributor may be held liable in connection with any recording session hereunder or otherwise, without having first obtained Artist's and/or Distributor's prior written approval as to the nature, extent and limit thereof.

3. *Recording Costs*

(a) Producer shall prepare and submit for Artist's and Distributor's approval a recording budget (the "Approved Budget") pursuant to which Producer, on behalf of Artist, shall engage the services of all personnel required

in connection with the recording, and/or remixing of the Masters to be produced hereunder. All recording costs shall be paid by Distributor (subject, however, to the provisions of paragraph 3(b) applicable in the event that such recording costs exceed the Approved Budget).

(b) Producer will deliver, not later than simultaneously with the delivery of each Master, copies of all substantiating invoices, receipts, vouchers and similar satisfactory documentary evidence of recording costs. If Producer fails to do so, Artist's and Distributor's obligations to pay such costs will be suspended until delivery thereof. If Recording Costs in connection with the Masters exceed the Approved Budget, unless due solely to Artist's acts or omissions, Producer shall be solely responsible for payment of such excess costs. Nothing contained in this Agreement shall obligate Artist or Distributor to permit the continuation of any recording session or project if Artist or Distributor reasonably anticipates that the Recording Costs thereof will exceed those specified in the Approved Budget or that the Masters will not be technically and commercially satisfactory. In the event Artist or Distributor, in their sole discretion, pays any such excess costs, Producer shall promptly reimburse Artist or Distributor, as applicable, therefor upon demand. Moreover, neither Artist nor Distributor shall have any obligation to pay (i) any Recording Costs with respect to the Masters if it is not recorded in accordance with all of the material terms and conditions of this Agreement, (ii) any recording fees or arranging fees which exceed union scale (unless such excess and the proposed recipient thereof are specified in the proposed budget and approved by Artist), and (iii) any penalties, fines, late charges or other costs incurred for late payment of recording costs, unless due solely to Artist's acts or omissions. Any sums paid by Artist or Distributor and not promptly reimbursed as provided in this paragraph may, at Artist's or Distributor's sole election and without limiting Artist's or Distributor's rights, be applied by Artist in reduction of any royalties payable to Producer under this Agreement or any other agreement between Artist and Producer and/or any entity furnishing Producer's services.

(c) Notwithstanding anything to the contrary contained in this Agreement, it is specifically understood and agreed that no royalties (excluding mechanical royalties) shall be payable to Producer hereunder unless and until Distributor has recouped all Recording Costs for the Album at the "net artist" rate (i.e., the "all-in" royalty payable to Artist less the royalties payable to all producers, mixers and remixers, including Producer, of the Album). After recoupment of such Recording Costs in accordance with the preceding sentence, royalties shall be payable to Producer hereunder, retroactively from the first record sold, subject to recoupment from such royalties of the Producer Advance.

4. *Advances:*

(a) Conditioned upon Producer's full performance of all of the material terms and conditions hereof and in consideration for all services to be rendered hereunder, Artist shall pay to Producer the sum of Dollars (\$_____) payable _____ promptly following the commencement of recording of Masters and the balance promptly following the Delivery and acceptance by Artist and Distributor of the Masters.

(b) All amounts paid to Producer or on Producer's behalf hereunder other than royalties paid pursuant to paragraphs 5 and 8 of this Agreement, shall constitute Advances to Producer and shall be recoupable from any and all royalties (excluding mechanical royalties, except where otherwise provided herein) payable to Producer under this Agreement.

5. *Royalties:* In consideration of the royalties granted to Artist hereunder and all services to be rendered by Producer in connection with the Masters, and conditioned upon Producer's full performance of this Agreement, Artist shall pay Producer a royalty in respect of the exploitation of the Masters as follows:

(a) With respect to net sales through normal retail channels in the United States of Albums ("USNRC Net Sales") consisting solely of the Masters, a royalty (the "basic royalty rate") of _____ percent (_____%) of the suggested retail list price.

(b) The royalty payable to Producer for singles, foreign sales, budget records, compact discs, club sales and other sales or uses of the Masters shall be reduced in the same proportion as the basic royalty rate payable by Distributor to Artist for Net Sales of Albums through normal retail channels in the particular territory in respect of the Masters is reduced pursuant to the terms of the Agreement in effect as of the date hereof, provided that with respect to sales or uses of the Masters for which Artist receives a royalty which is computed as a percentage of Distributor's net receipts, net monies or the like, Producer's royalty hereunder shall be equal to Artist's royalty therefore multiplied by a fraction (the "Fraction"), the numerator of which is equal to the basic royalty rate set forth in paragraph 5(a) above, and the denominator of which is equal to Artist's basic royalty rate for Net Sales of Albums through normal retail channels in the United States as set forth in the Agreement.

(c) All royalties payable to Producer hereunder shall be computed, determined, calculated and paid in the same manner (e.g., container charges, free goods, and other deductions from retail list price, royalty base price, definition of net sales, reserves, etc.) as royalties payable to Artist by Distributor are computed, determined, calculated and paid pursuant to the Artist Agreement. A redacted copy of the relevant portions of the Artist Agreement is attached hereto and made a part hereof.

(d) With respect to audiovisual recordings (“Videos”) embodying the Masters, Producer’s royalty shall be an amount equal to fifty (50 %) percent of the amount determined by multiplying Artist’s royalty for such Videos by the Fraction. Notwithstanding anything to the contrary contained herein, Producer shall not be credited with any royalty in respect of a Video unless and until Distributor has recouped all costs incurred in the production of such Video from its net receipts in respect of such Video (as net receipts are determined pursuant to the Agreement), and following such recoupment Producer’s royalty for such Video shall be credited on a prospective basis only.

(e) As to records and Videos not consisting entirely of the Masters, the royalty rate otherwise payable hereunder shall be pro-rated by multiplying such royalty rate by a fraction, the numerator of which is the number of Masters embodied thereon and the denominator of which is the total number of royalty-bearing master recordings (including the Masters) embodied thereon.

(f) In the event (i) any Master is produced by Producer with another producer to whom Artist shall be obligated to pay a royalty, or (ii) any other individual to whom Artist shall be obligated to pay a royalty shall perform additional services with respect to any Master, the royalty payable hereunder with respect to such Master shall be reduced by the royalty payable to such other producer(s) or individual(s).

6. *Accountings:*

(a) Artist shall instruct Distributor, pursuant to a Letter of Direction in a form acceptable to Distributor to render accountings directly to Producer at the same times as Distributor renders accountings to Artist. Should Distributor refuse to so account, Artist shall render accountings to Producer within thirty (30) days after Artist receives the applicable statement and payment from Distributor, and such accountings shall be accompanied by payment of any amounts shown to be due. Artist shall have the absolute right in accounting to Producer to rely upon the statements received from Distributor and Artist shall not be responsible for any error, omission or other inaccuracy of any such statements.

(b) All royalty statements and other accountings rendered to Producer shall be conclusively binding and not subject to any objection by Producer for any reason unless specific objection in writing, stating the basis thereof, is given to Artist within one (1) year after the date such statement is rendered, and unless an audit regarding such statement is completed within one (1) year after the date of such objection. Failure to make such written objection and complete such audit within said time periods will be deemed to be Producer’s approval of such statement. Each statement will be deemed rendered when due unless Producer notifies Artist that the applicable statement was not received by Producer and such notice is given within thirty (30) days after the applicable due date specified in paragraph 6(a) above. Producer will not have the right to sue Artist in connection with any royalty accounting, or to sue Artist for monies due on account that an exploitation of the Masters during the period a royalty accounting covers, unless Producer commences the suit within two (2) years after the date the statement in question was rendered.

(c) Producer shall have the right to appoint a Certified Public Accountant, who is not then currently engaged in an outstanding audit of Artist, to examine Artist’s books and records relating to the sale of records hereunder provided that such examination shall take place at Artist’s offices (or the offices where such books and records are normally kept) during normal business hours, on reasonable prior written notice, at Producer’s sole cost and expense. Such examination may be conducted only once with respect to any particular statement, and not more frequently than once in any calendar year. Producer shall deliver a copy of the accountant’s audit report to Artist within after the completion of said accountant’s examination of Artist’s books and records.

(d) No royalties shall be payable to Producer on sales of phonograph records by any of Distributor’s licensees until payment on those sales has been received by or credited to Artist in the United States. Sales by a licensee shall be deemed to have occurred in the semi-annual accounting period during which Distributor renders an accounting statements to Artist for those sales. If Artist is unable to receive payment for such sales in United States Dollars in the United States, royalties therefore shall not be credited to Producer’s account during the continuance of such inability.

(e) In the event that Artist elects to conduct an examination of Distributor’s books and records and, if as a result of such examination, Artist receives additional royalty payments from Distributor in respect of sales of records

for which royalties are otherwise payable hereunder, Artist shall pay to Producer that portion of such payments to which Producer is entitled under this agreement, after first deducting therefrom that portion of all of the costs and expenses (including auditors' and legal fees) incurred in connection with the conduct and settlement of such examination which bears the same relationship to the total costs and expenses incurred as the monies that become payable to Producer under this Agreement bear to the total additional payments received from the Distributor.

7. *Restrictions:*

(a) Producer shall not enter into any agreement or make any commitment which would interfere with Producer's performance of any of the material terms and provisions hereof.

(b) Producer shall not produce any composition produced hereunder for the purpose of making records for any person other than Artist until the earlier of (i) two (2) years after the date of the initial release in the United States of the Master embodying the applicable composition or (ii) the date three (3) years after the date of Delivery to Distributor of the Master embodying such composition. If Producer violates the foregoing restriction, Artist may, in addition to any other right or remedy which it may have on account of such breach, terminate its obligation to pay Producer any further royalties hereunder.

8. *Mechanical Licenses:*

(a) Producer hereby grants to Artist, Distributor and their licensees a mechanical license for the use of the compositions embodied on the Masters which are written or composed by Producer (in whole or to the extent in part) or owned or controlled by Producer (directly or indirectly, in whole or to the extent in part) or in which Producer has a direct or indirect income or other interest of any nature (a "Controlled Composition"). All such Controlled Compositions shall be licensed to Artist and Distributor for the United States and Canada upon the same terms and conditions as are currently applicable pursuant to the Artist Agreement for compositions similarly written, composed, owned or controlled by Artist ("Artist Controlled Compositions").

(b) Mechanical royalties shall be computed and paid to Producer on Controlled Compositions at the same times as mechanical royalties are payable to Artist pursuant to the Artist Agreement for Artist Controlled Compositions.

(c) Producer hereby grants to Artist, Distributor and their licensees a worldwide, perpetual and royalty-free license to reproduce Controlled Compositions which are embodied on the Masters in Videos featuring Artist's performances. Notwithstanding the foregoing, with respect to the commercial exploitation of such Videos, if Artist receives a royalty or fee for the use of any Artist Controlled Compositions co-written by Producer in the commercial exploitation of such Videos, Artist shall pay Producer, as applicable, a proportionate share of such royalty or fee.

9. *Rights in the Masters:* Each Master shall, from the inception of its creation, be considered a "work made for hire" for Artist within the meaning, of United States copyright law. If it is determined that any Master does not so qualify, then such Master, together with all rights, title and interest in and to it (including the sound recording copyright and all renewals and extensions thereof, but excluding the composition embodied thereon), shall be deemed transferred to Artist by this Agreement. As between Artist and Producer, each Master shall, from the inception of its creation, be entirely the property of Artist in perpetuity, throughout the universe, free of any claim whatsoever by Producer or by any persons deriving any rights or interests from Producer. Without limiting their rights, Artist, Distributor and/or their respective licensees shall have the sole and exclusive right in perpetuity and throughout the universe to:

(a) Manufacture, advertise, sell, license, exploit or otherwise dispose of the Masters and Phonograph Records derived therefrom upon such terms, and under such trademarks, servicemarks or tradenames as Artist, Distributor and/or their respective licensees elect, or, in their sole discretion, to refrain therefrom on any device or by means of any medium whether now known or hereinafter invented; and

(b) Perform the Masters publicly and to permit the public performance thereof by any method and by medium now or hereafter known; and

(c) Use and publish and allow others to use and publish Producer's name (including any professional, assumed or fictitious names), photographs and biographical material solely in connection with the promotion, exploitation and sale of derivatives of the Masters. Producer shall have a right of reasonable approval of all photographs, likenesses or biographical material of Producer used by Artist pursuant to this paragraph 9(c). Producer's approval of all

such photos, likenesses or biographical materials will be deemed granted unless Producer advises Artist to the contrary within five (5) days after Artist makes such materials available to Producer for approval. Producer acknowledges that all previous uses of Producer's name, photographs and biographical material are hereby approved. Artist's inadvertent failure or Distributor's failure to comply with the provisions of this paragraph shall not be deemed a breach of this Agreement. If Producer gives Artist written notice of any such failure, Artist shall instruct Distributor to cure same on a prospective basis.

10. *Representations and Warranties*: Producer represents, warrants, covenants and agrees as follows:

(a) Producer is free to enter into and perform this Agreement with Artist, and Producer is not and will not be under any disability, restriction or prohibition, contractual or otherwise, with respect to (i) Producer's right to execute this Agreement, (ii) Producer's right to grant all of the rights granted to Artist hereunder, and (iii) Producer's right to perform fully each and every term and provision hereof.

(b) To the extent of Producer's contribution thereto, neither the Masters nor any of the contents thereof, nor the manufacture or sale of records made from the Masters, nor any other exploitation or use thereof, and no materials or other properties furnished by Producer and embodied or contained in or used in connection with the Masters or the packaging or advertising for Phonograph Records hereunder, shall violate any law or infringe upon any common law or statutory rights of any other entity, person, corporation, or including without limitation, contractual rights, copyrights, trademarks and rights of privacy or publicity. Without limiting the generality of the foregoing, Producer specifically represents and warrants that no composition recorded or to be recorded hereunder is subject to any re-recording restriction under any previous recording contract to which Producer may have been a party. Neither Producer nor any person employed, engaged or furnished by Producer to render services in connection with the Masters is or will be a party to any agreement which would in any way impair or interfere with the rights granted Artist hereunder.

(c) The Masters shall be free of all Liens and encumbrances, and there shall be no claims, demands or actions of any nature pending, threatened or known to Producer with respect thereto which are not released prior to the delivery of the Masters.

(d) The Masters shall be produced under and in conformity with any union agreement to which the Masters or the recording and/or production thereof may at any time be or become subject.

(e) Without limiting the generality of the foregoing, in rendering services hereunder, Producer will not "sample" or otherwise incorporate into the Masters (for convenience "Sample" or "Sampling" herein) or permit any other party, to Sample any copyrighted or otherwise proprietary material ("Proprietary Material") belonging to any person, other than Artist (such party herein referred to as the "Owner") without having first (1) notified Artist of the Proprietary Material Producer intends to use and the identity of the Owners thereof; (2) obtained Artist's prior written approval of such intended use; and (3) secured from Owner(s), at Producer's sole expense, a written agreement, in a form satisfactory to Artist and Distributor, that Artist, Distributor and their licensees shall have the perpetual right to use such Proprietary Material in the Masters and to use or otherwise distribute or exploit the Masters containing such Proprietary Material for all record purposes and for use in music videos, in perpetuity, all either without any payment whatsoever to Owner(s) or upon payment to Owner(s) of a payment approved in writing by Artist (the "Clearance Efforts"). Artist shall have no obligation to approve or to make any such payment, and Artist's approval of any such payment shall not constitute a waiver of any of Artist's right or remedies. In the event that the Masters, or any of them, contain Proprietary Material other than that disclosed and if Producer has not obtained and delivered to Artist all licenses, permissions or other authorizations required hereunder, then the Masters will be deemed to be not satisfactory for the manufacture and sale of phonograph records, regardless of the date that Artist (or Distributor) becomes aware of the existence of such Proprietary Material, and Artist reserves the right to reject Delivery of the Masters notwithstanding, the distribution or previous acceptance of the Masters. Producer warrants and represents that the Masters shall not contain any Proprietary Material which has not been licensed so as to allow Artist, Distributor and their respective licensees to distribute the Masters as fully contemplated in this Agreement.

(i) Notwithstanding anything to the contrary contained herein, Artist and/or Distributor may, at their sole election and solely as an accommodation to Producer, undertake control of all of the Clearance Efforts hereunder. Producer acknowledges and agrees that any payments made by Artist (or Distributor) in connection with the Clearance Efforts shall, without limitation of Artist's other rights and remedies, at Artist's election, be deemed Recording Costs which shall be subject to the Approved Budget and shall be fully recoupable from royalties payable to Producer hereunder.

(ii) If Owner(s) seeks a share of the so-called “sound recording rights” and/or “publishing rights” for the use of Proprietary Material furnished by Producer in connection with the Masters:

(A) In connection with the Clearance Efforts of so-called “sound recording rights” for the use of such Proprietary Material, any and all Clearance Costs, including without limitation, (1) contingency participation (whether expressed in royalty or penny-rate terms, and including any advance against such contingency participation) conveyed, or (2) flat-fee “buy-out” paid, to any Owner(s) shall, as between Producer and Artist, shall be borne solely by Producer.

(B) In connection with the Clearance Efforts of so-called “publishing rights” for use of such Proprietary Material, any conveyance or assignment to Owner(s) of any contingency and/or administration and any and all Clearance Costs shall, as between Producer and Artist, be borne solely by Producer.

(f) All of Producer’s representations and warranties shall be true and correct upon execution hereof and upon Delivery of each Master, and shall remain in effect for so long as Artist, Distributor or their respective licensees, assignees, transferees or successors in interest have any rights in or to the Masters. Artist’s or Distributor’s acceptance of the Masters or other materials hereunder shall not constitute a waiver of any of Producer’s representations, warranties or agreements in respect thereof.

(g) Except as specifically provided in this Agreement, neither Artist nor Distributor shall be required to make any payments of any nature for or in connection with the acquisition, exercise or exploitation of any rights granted to Artist or Distributor hereunder. Producer will pay all royalties or other compensation (whether in lieu of royalties or otherwise) becoming due to any persons who performed or in any way contributed to the recording, and/or production of the Masters delivered hereunder (other than Artist or other producers or persons engaged by Artist or Distributor).

11. *Indemnification:* Producer agrees to indemnify and hold Artist, Distributor and their respective successors, assigns, agents, distributors, licensees, past and present officers, directors and employees (the “Indemnitees”) harmless against any claim, liability, cost and expense (including reasonable attorneys’ fees and legal costs) in connection with any claim which is inconsistent with any agreement, covenant, representation, or warranty made by Producer in this Agreement, which claim is reduced to a final judgment or settled with Producer’s prior written consent, not to be unreasonably withheld. Notwithstanding anything to the contrary contained herein, Artist shall have the right to settle without Producer’s consent any claim involving sums of Five Thousand Dollars (\$5,000) or less, and this indemnity shall apply in full to any claim so settled: if Producer does not consent to any settlement proposed by Artist for an amount in excess of Five Thousand Dollars (\$5000), Artist shall have the right to settle such claim without Producer’s consent, and this indemnity shall apply in full to any claim so settled, unless Producer makes bonding arrangements, satisfactory to Artist in its sole discretion, to assure Artist of reimbursement of the amount of Producer’s potential liability under this paragraph. Producer will reimburse the Indemnitees upon demand for any payment made by them at any time after the date hereof (including after the term of this Agreement terminates) in respect of any claim, liability, damage or expense to which the foregoing indemnity relates. Upon the making or filing of any such claim, action or demand, the Indemnitees shall be entitled to withhold from any amounts payable under this Agreement such amounts as are not in excess of the potential liability in issue. Producer shall be notified of any such claim, action or demand and shall have the right, at Producer’s own expense to participate in the defense thereof with counsel of Producer’s own choosing; provided, however, that the Indemnitees’ decision in connection with the defense of any such claim, action or demand shall be final. The Indemnitees will release monies held pursuant to this paragraph if Producer makes bonding arrangements, satisfactory to the Indemnitees in their sole discretion, to assure the Indemnitees of reimbursement of the amount of Producer’s potential liability under this paragraph. The Indemnitees will also release monies held pursuant to this paragraph if (i) no action has been commenced on such claims, (ii) no settlement discussions have taken place, and (iii) no further demand has been made on the claim, for a period of two (2) years after the later of the date of the last claim, demand or settlement discussions.

12. *Force Majeure:* Artist shall not be deemed in default hereunder if performance of any of its obligations hereunder is delayed or becomes impossible or commercially impractical, or if Artist (or Distributor) is hampered in the recording, manufacture, distribution or sale of phonograph records or Artist’s (or Distributor’s) normal business operations become commercially impractical, by reason of any force majeure event not reasonably within Artist’s (or Distributor’s) control or which Artist (or Distributor) could not by reasonable diligence have avoided. Upon the happening of any such event, Artist, in addition to any other rights or remedies it may have hereunder or otherwise, may elect by notice to Producer, to suspend Artist’s obligations under this Agreement for the period of time that the effects of any such force majeure event continue.

13. *Credit*: Artist shall direct and authorize Distributor to accord Producer an appropriate credit on the liner notes of the Albums and in one-half (1/2) page or larger paid advertisements placed by Distributor in the United States in national trade magazines concerning records embodying solely the Masters recorded hereunder in substantially the following form: "Produced by _____." Artist's inadvertent failure or Distributor's failure to comply with the foregoing shall not be deemed a breach of this Agreement. If Producer gives Artist written notice of any such failure, Artist shall, following receipt of such notice, use reasonable efforts to cause Distributor cure same on a prospective basis. Notwithstanding anything to the contrary contained in this paragraph 13, the foregoing is subject to Distributor's credit policy and approval.

14. *Failure of Performance*: The failure by Artist to perform any of its obligations hereunder shall not be deemed a breach of this Agreement unless Producer gives Artist written notice of such failure to perform and such failure is not corrected within thirty (30) days from and after receipt of such notice.

15. *Legal and Equitable Relief*: Producer acknowledges that Producer's services hereunder, as well as the Masters and the rights and privileges granted to Artist under the terms of this Agreement, are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, and that, in the event of a breach by Producer of any material term, condition, representation, warranty, covenant or undertaking contained herein, Artist will be caused irreparable injury and damage. Producer expressly consents to be bound, in a court of equity or in any other forum, by the above characterization of Producer's services (as well as of the Masters recorded hereunder and the rights and privileges granted to Artist hereunder), and agree that Artist shall be entitled to seek the remedies of injunction and other equitable relief to prevent or remedy a breach of this Agreement, which relief shall be in addition to any other rights or remedies, for damages or otherwise, which Artist may have.

16. *Notices*. The respective addresses of Artist and Producer for all purposes of this Agreement shall be as set forth above until notice of a new address shall be duly given. Any notice desired or required to be given by either party to the other shall be in writing and shall be delivered by hand (to an officer if the addressee is a corporation), or sent by United States certified or registered mail, postage prepaid, return receipt requested, or sent by air express (e.g., Federal Express, UPS, DHL or any other similar type of first class overnight courier service that gives proof of delivery), provided that any royalty statement may be sent by regular mail. Properly addressed notices delivered or sent as provided herein shall be deemed served when received by the intended recipient (or an agent of the intended recipient) if delivered by hand, or when postmarked if delivered by mail, or when delivered to the applicable air express company if sent by air express.

17. *Miscellaneous*: This Agreement contains the entire understanding of the parties relating to its subject matter and supersedes all prior or contemporaneous written or oral agreements, representations, understandings and/or discussions between the parties relating thereto. This Agreement cannot be modified, amended or waived, in part or in full, in any way except by an instrument in writing signed by the party to be charged. No waiver by Artist or Producer, whether express or implied, of any provision of this Agreement or any default hereunder shall affect the other's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar. This Agreement shall be governed by and construed under the laws and judicial decisions of the State of _____. All claims, disputes or disagreements which may arise out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the state courts of the State of _____, or the Federal District courts, located in _____ County. However, if Artist is sued or joined in any other court or forum in respect of any matter which may give rise to a claim by Artist hereunder, Producer consents to the jurisdiction of such court or forum over any such claim which may be asserted by Artist. Should any paragraph or provision of this Agreement be held to be void, invalid or inoperative, such decision shall not affect any other paragraph or provision hereof, and the remainder of this Agreement shall be effective and binding upon the parties hereto as though such void, invalid or inoperative paragraph or provision had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Recording Artist Agreement (Exclusive)

AGREEMENT made and entered into as of this _____ day of _____ by and between _____ of _____ (“Company”) and _____ (“Artist”) of _____.

1. Company hereby engages Artist’s exclusive personal services as a recording artist during the term hereinafter specified and Artist hereby accepts such engagement and agrees to exclusively render such services for Company during the term hereof and all extensions and renewals.

2. (a) The term of this Agreement shall be for an initial period commencing on the date hereof and continuing until the last day of the _____ full month following the month during which Artist shall have delivered and Company shall have accepted the final masters required to be delivered (“minimum recording commitment”) during such period (“Initial Period”).

(b) Artist hereby grants to Company _____ consecutive separate options to extend the term for further periods (“Option Periods”), each upon the same terms and conditions applicable to the Initial Period, except as otherwise hereinafter set forth. Each Option Period for which Company exercises its option shall commence upon the expiration of the immediately preceding contract Period and shall continue until the last day of the _____ full month following the month during which Artist shall have delivered and Company shall have accepted the final masters required to be delivered (“minimum recording commitment”) during the applicable Option Period.

(c) The Initial Period and every Option Period for which Company has exercised its option are hereinafter sometimes referred to together as the “Term”. Each option shall be exercised, if at all, by notice to Artist at any time prior to the date the Term would otherwise expire.

3. (a) During the Initial Period, Artist shall record and deliver to Company masters the equivalent in playing time of _____ Album(s) (“minimum recording commitment”).

(b) During each Option Period, Artist shall record and deliver to Company masters the equivalent in playing time of Album(s).

(c) The first Album required to be delivered during the Initial Period or any Option Period shall be delivered to Company within _____ months following commencement of the applicable Period. It is understood that Artist shall not deliver any Album within _____ months from the date of delivery of a prior Album.

(d) The masters shall be recorded in a recording studio selected or approved by Company at such times as Company may designate or approve. Each master shall consist of Artist’s newly recorded studio performances of material selected or approved by Company and not previously recorded by Artist. Each master shall be subject to Company’s approval as technically and commercially satisfactory. Artist shall deliver to Company a two-track stereo tape for each master. Each master shall be delivered to Company in the form of a completed, fully edited, mixed, leaded and equalized 1630 tape for each configuration (e.g., compact-disc, analog cassette), and otherwise in such form for the production of the parts necessary for the manufacture of commercial records as Company shall direct. Upon the request of Company, Artist shall re-record any selection until a commercially satisfactory master shall have been obtained. Only masters delivered in full compliance with the provisions of this Agreement shall be applied in fulfillment of Artist’s recording and delivery obligation, and Company shall not be obliged to make any payments in connection with any masters that are not in full compliance. Each master shall be delivered to Company at its address indicated above or such other place as Company may notify Artist in writing.

(e) The masters comprising each Album required to be recorded and delivered hereunder shall hereinafter sometimes be referred to as the “First Album”, the “Second Album”, the “Third Album”, the “Fourth Album”, the “Fifth Album”, the “Sixth Album” and the “Seventh Album”, etc., respectively, in the order in which same are accepted by Company.

4. Artist warrants and agrees that:

(a) During the Term, Artist shall not perform for the purpose of making records for anyone other than Company and shall not authorize the use of Artist’s name, likeness, or other identification for the purpose of distributing, selling, advertising or exploiting records anywhere in the world (the “Territory”) for anyone other than Company.

(b) Artist shall not perform any selection recorded hereunder for anyone other than Company for use in the Territory for a period of (i) five (5) years after the initial date of release of the respective record containing such selection or (ii) two (2) years after the expiration or other termination of this Agreement, whichever is later (“Re-recording Restriction”). In the event that a selection recorded hereunder is not embodied on any record which is released hereunder prior to _____ years after the expiration or other termination of this Agreement, there shall be no Re-recording

Restriction with respect to such selection.

(c) Should Artist make any sound recording during the Term for motion pictures, television, electrical transcriptions or any other medium or should Artist after the Term perform for any such purpose any selection recorded hereunder to which the Re-recording Restriction then applies, Artist will do so only pursuant to a written agreement prohibiting the use of such recordings, directly or indirectly, for record purposes. Artist shall furnish to Company a copy of the provisions of any such contract relating to the foregoing.

5. All masters recorded by Artist during the Term from the inception of the recording thereof and all reproductions derived therefrom, together with the performances embodied thereon, shall be the property of Company throughout the Territory free from any claims whatsoever by Artist or any person deriving any rights or interests from Artist. Without limiting the generality of the foregoing, Company and its designee(s) shall have the exclusive and unlimited right to all the results and proceeds of Artist's recording services rendered during the Term, including, without limitation, the exclusive, unlimited and perpetual rights throughout the Territory:

(a) To manufacture, advertise, sell, lease, license, distribute or otherwise use or dispose of, in any or all fields of use by any method now or hereafter known, records embodying the masters, all upon such terms and conditions as Company may elect, or at its discretion, to refrain therefrom;

(b) To use and publish, and to permit others to use and publish, Artist's name (including any professional name heretofore or hereafter adopted by Artist), photograph, portrait, likeness, and biographical material concerning Artist for advertising and trade purposes in connection with all masters recorded by Artist and all Pictures produced during the Term, including, but not limited to, in the marketing, sale or other exploitation of records. During the Term hereof, all photographs and biographical material concerning Artist which Company may desire to utilize for the purposes herein stated shall be subject to Artist's approval, which approval (or disapproval) shall be given to Company within _____ days after such photographs or biographical material are submitted by Company to Artist. Artist's failure to give such notice to Company as aforesaid shall be deemed to be approval as to the material for which said approval is sought. Promptly following the execution of this Agreement, Artist shall furnish Company with a reasonable number of photographs of Artist and biographical material concerning Artist. All photographs and biographical material concerning Artist submitted by Artist or Artist's management to Company or previously approved by Artist shall be deemed approved by Artist for the purposes hereof. An inadvertent failure by Company to obtain Artist's approval pursuant to this subparagraph shall not be a breach of this Agreement by Company;

(c) To obtain all copyrights in sound recordings (as distinguished from the musical compositions embodied thereon) recorded by Artist during the Term, in Company's name as owner and employer-for-hire of such sound recordings;

(d) To release records embodying the performances to be recorded hereunder under any name, trademark or label which Company or its subsidiaries, affiliates or licensees may from time to time elect. Company agrees that the initial United States release during the Term hereof of records solely embodying masters recorded hereunder shall be on Company's label, or such other top line label as may be selected by Company.

(e) To perform the records publicly and to permit public performances thereof by means of radio broadcast, television or any other method now or hereafter known.

6. ARTWORK. Company acknowledges and agrees that Artist may produce background artwork for the front cover of the initial United States release of each Album ("Artwork"), subject to the following:

(a) Artist's plans for the proposed Artwork (including the concept and selection of art director, photographer and other personnel) shall be subject to Company's prior written approval.

(b) Subject to the following sentence, Artist shall be solely responsible for payment of any and all costs in connection with the design, creation and production of the Artwork (collectively, "Artwork Costs"). Provided Artist furnishes Company with written documentation satisfactory to Company evidencing the Artwork Costs actually paid by Artist, and provided further that Company accepts the Artwork delivered by Artist, Company shall reimburse Artist for a portion of such Artwork Costs in an amount not to exceed _____ Dollars (\$_____).

(c) Artist shall deliver the Artwork in accordance with the plans approved by Company and in "camera-ready" form conforming to Company's specifications, together with all licenses and consents (if any) required in connection therewith, to Company no later than _____ with the Delivery to Company of the masters for the relevant Album.

(d) If Artist submits Artwork and Company determines the manufacturing costs for the packaging for such artwork will exceed Company's then current Standard Manufacturing Costs, Company shall inform Artist of such fact and Company shall not be obligated to use such Artwork unless Artist re-designs the Artwork so that the

manufacturing costs for the packaging containing such Artwork do not exceed Company's Standard Manufacturing Costs. If Company incurs any such excess manufacturing costs the same shall be reimbursed by Artist at Company's request; all such excess costs not so reimbursed may be recouped from any monies due hereunder or under any other agreement between Artist and Company or Company's affiliates.

(e) Company shall have the right to reject any Artwork delivered by Artist in Company's sole discretion. The Artwork and all other material delivered to Company will be subject to its approval in respect of advocacy of illegal activity, offensiveness, potential violation of any personal, property or other rights of any person, firm or corporation. If Company rejects any Artwork, Artist shall have the right to revise and resubmit it for Company's approval, subject to all of the conditions above.

(f) All Artwork created by Artist and delivered to Company (including the copyright therein) shall be co-owned by Artist and Company, subject always, however, to Company's right to use the Artwork throughout the Territory on Records embodying the Masters and in connection with the manufacture, distribution, sale, advertising, marketing and promotion thereof.

7. Artist acknowledges that the sale of records is speculative and agrees that the judgment of Company with regard to any matter affecting the sale, distribution and exploitation of such records shall be binding and conclusive upon Artist. Nothing contained in this Agreement shall obligate Company to make, sell, license, or distribute records manufactured from masters subject hereto.

8. Company shall pay to Artist the following sums ("Advances") which shall be recoupable by Company out of all royalties (other than mechanical royalties) becoming payable to Artist pursuant to this or any other agreement:

(a) With respect to each Album required to be delivered hereunder, a sum equal to the applicable advance ("Advance") set forth below:

(i) With respect to the First Album, _____ Dollars (\$ _____);

(ii) With respect to the Second Album, if any, _____ Dollars (\$ _____);

(iii) With respect to the Third Album, if any, and each subsequent Album, the Advance shall be the

greater of:

(A) the applicable "Base Advance" set forth hereof, or

(B) an amount which is the equivalent of the lesser of (1) _____ percent of the net earned royalties in respect of sales of royalty bearing units through normal retail channels in the United States of the immediately preceding Album or (2) _____ percent of the average of the net earned royalties in respect of sales of royalty bearing units through normal retail channels in the United States of the two (2) immediately preceding Albums delivered hereunder.

(b) For the purposes of making the computations hereof, Company shall refer to accounting statements rendered to Artist through the end of the accounting period following the earlier of (i) the date _____ months following Company's initial release of each applicable Album or (ii) the date upon which the Album for which the Advance is being determined is delivered. For the purposes of making said computations, reserves shall be deemed not to exceed the greater of (A) thirty-five percent (35%) of Albums shipped during the applicable period or (B) the number of Albums shipped during the applicable period less the number of Albums reported as sold by Soundscan during the applicable period. It is understood that in no event shall any Advance exceed the applicable Maximum Advance set forth above.

(c) (i) With respect to the Third Album, if any, the Base Advance shall be _____ Dollars (\$ _____) and the Maximum Advance shall be twice that amount;

(ii) With respect to the Fourth Album, if any, the Base Advance shall be _____ Dollars (\$ _____) and the Maximum Advance shall be twice that amount;

(iii) With respect to the Fifth and Sixth Album, if any, the Base Advance shall be _____ Dollars (\$ _____) and the Maximum Advance shall be twice that amount;

(iv) With respect to the Seventh and Eighth Albums, if any, the Base Advance shall be _____ Dollars (\$ _____) and the Maximum Advance shall be twice that amount;

(d) The Advances shall be payable as follows:

(i) _____ percent (_____%) following Artist's written notice to Company that recording of the masters comprising the applicable Album has commenced, and is scheduled to proceed, without interruption, to completion. Such notice shall also (1) set forth the name of the producer engaged by Artist in accordance with this Agreement and the financial terms of the agreement between Artist and such producer, (2) set forth the dates and places of all studio

time scheduled by Artist in connection with the applicable Album, and (3) set forth the selections to be recorded; and

(ii) The balance, less all recording costs in excess of the approved budget and other advances, if any, paid by Company following Artist's delivery to Company and Company's acceptance in accordance with all of the terms and conditions of this Agreement of such Album and receipt by Company of all invoices for all recording costs incurred in connection therewith.

(e) In the event company shall require Artist to record and deliver masters consisting of less than an Album, the advance otherwise payable for such masters shall be computed by multiplying the applicable advance for the first Album required to be delivered hereunder by a fraction, the numerator of which is the number of masters which company requests and the denominator of which is _____.

(f) With respect to payments to be made on delivery, Company shall have the right to withhold a reasonable portion thereof to provide for anticipated costs which have not yet been paid by Company or billed to Company which costs are otherwise deductible from payments to be made to Artist.

(g) All monies paid to Artist or on behalf of Artist or to or on behalf of any person, firm or corporation representing Artist, other than royalties payable pursuant to of this Agreement, shall constitute advances recoupable from any monies payable under this or any other agreement, unless Company shall otherwise consent in writing.

9. (a) Prior to any recording session for any master(s) hereunder, Artist shall submit to Company a written recording budget. Such recording budget shall include the following information: (i) the producer approved by Company and engaged by Artist with whom Artist has concluded arrangements and the financial terms of the agreement between Artist and such producer; (ii) selection of approved material, including the number of compositions to be recorded; (iii) specification of accompaniment, arrangement and copying services, (iv) recording fees or arranging fees which will exceed union scale and the proposed recipient thereof, (v) the dates of recording and mixing and studios where recording and mixing are to take place, including the cost of each recording session and (vi) an estimate of all costs to be incurred in each and every recording session and all studio time. Upon receipt of Company's written approval of such recording budget, Artist shall commence such session(s). A recording budget for the particular Album set forth below that does not exceed the corresponding amount set forth below shall not be disapproved by reason of its overall amount, but each element of the items constituting the budget shall be subject to Company's approval in all events.

1. With respect to the First Album, a recording budget not to exceed _____ Dollars (\$ _____);
2. With respect to the Second Album, if any, a recording budget not to exceed _____ Dollars (\$ _____);
3. With respect to the Third Album, if any, a recording budget not to exceed _____ Dollars (\$ _____);
4. With respect to the Fourth Album, if any, a recording budget not to exceed _____ Dollars (\$ _____);
5. With respect to the Fifth Album, if any, a recording budget not to exceed _____ Dollars (\$ _____);
6. With respect to the Sixth Album, if any, a recording budget not to exceed _____ Dollars (\$ _____);
7. With respect to the Seventh Album, if any, a recording budget not to exceed _____ Dollars (\$ _____);

(b) Artist shall be solely responsible for and shall pay all recording costs incurred in the production of masters subject to this Agreement and shall provide Company with copies of paid invoices evidencing the payment thereof. In the event Company elects to pay any such recording costs, all such costs paid by Company shall be deducted from any and all monies becoming payable to Artist under this or any other agreement.

(c) It is of the essence of, this Agreement that Artist obtain prior to each applicable recording session and deliver to Company within _____ hours following each such recording session, a duly completed and executed Form I-9 (or such similar or other form(s) as may be prescribed by the United States Immigration and Naturalization Service or other government agency regarding citizenship, permanent residency or so-called "documented worker" status) in respect of each individual employed to render services in the recording of masters hereunder. Artist shall simultaneously obtain and deliver to Company true and complete copies of all evidentiary documents relating to the contents or subject matter of said form(s). In the event Artist fails to comply with any of the foregoing requirements, Company may deduct any resulting penalty payments from any and all monies due under this or any other agreement.

(d) Artist shall be solely responsible for and shall pay all monies becoming payable to all third parties rendering services or otherwise in respect of sales of recordings derived from masters subject to this Agreement.

(e) All recording sessions hereunder shall be held under Artist's license and, if required, Artist shall notify the appropriate Local of the American Federation of Musicians in advance of each recording session. Artist warrants and represents that Artist is a party to all applicable agreements with all applicable unions and guilds and that said license is and shall remain in full force and effect. At Company's request, Artist shall furnish Company with appropriate docu-

mentation confirming the foregoing.

10. Each master subject hereto shall be produced by a producer selected by Artist and approved by Company. Artist shall be solely responsible for and shall pay all monies becoming payable to such producer. In the event Company elects to pay any such producer directly, all such sums so paid by Company shall be deducted from any and all monies otherwise payable to Artist under this or any other agreement.

11. Conditioned upon Artist's full and faithful performance of each and all of the terms hereof, Company shall pay Artist the following royalties in respect of records subject to this Agreement:

(a) (i) (A) A royalty of _____ percent (_____%) in respect of retail sales in the United States of Singles and Maxi-singles derived from masters recorded and delivered during the Term;

(B) The royalty rate hereinabove set forth in subparagraph 11(a)(i)(A) shall be hereinafter referred to as the "Basic U.S. Singles Rate".

(ii) (A) A royalty of _____ percent (_____%) in respect of retail sales in the United States of Albums derived from masters recorded and delivered during the Initial Period and the First Option Period;

(B) A royalty of _____ percent (_____%) in respect of retail sales in the United States of Albums derived from masters recorded and delivered during the Second Option Period and Third Option Period;

(C) A royalty of _____ percent (_____%) in respect of retail sales in the United States of Albums derived from masters recorded and delivered during the Fourth Option Period, Fifth Option Period and Sixth Option Period;

(D) The royalty rates hereinabove set forth shall each be hereinafter referred to as a "Basic U.S. Album Rate".

(E) In the event any Album which solely embodies Artist's newly recorded studio performances required to be recorded and delivered hereunder shall have net sales, full priced as initially released, through normal retail channels in the United States in excess of _____ but less than _____ royalty-bearing copies, Company shall pay Artist an additional royalty of _____ percent (_____%), but only with respect to those net sales, full priced as initially released, through normal retail channels in the United States, in excess of _____ but less than _____ royalty-bearing copies of that particular Album;

(F) In the event such Album shall have further net sales, full-priced as initially released, through normal retail channels in the United States in excess of _____ royalty-bearing copies, Company shall pay Productions a further additional royalty of _____ percent (_____%), but only with respect to those net sales, full priced as initially released, through normal retail channels in the United States, in excess of _____ royalty-bearing copies of that particular Album.

(iii) (A) With respect to retail sales in the United States of EPs derived from masters recorded and delivered during the Term, the royalty rate shall be _____ percent of the applicable Basic U.S. Album Rate.

(B) The royalty rate hereinabove set forth in hereinabove shall be hereinafter referred to as the "Basic U.S. EP Rate".

(b) (i) (A) With respect to retail sales of Singles and Maxi-singles in Canada, the United Kingdom and Ireland, the countries constituting the European Union as of the date hereof and Japan, the royalty rate shall be _____ percent (_____%) of the Basic U.S. Singles Rate.

(B) With respect to retail sales of Singles and Maxi-singles outside the United States, Canada, the United Kingdom and Ireland, the countries constituting the European Union as of the date hereof and Japan, in those territories where Company has a wholly-owned affiliate which itself manufactures and distributes records, the royalty rate shall be _____ percent (_____%) of the Basic U.S. Singles Rate.

(C) With respect to retail sales of Singles and Maxi-singles outside the United States and outside those territories referred to in subparagraph above, the royalty rate shall be _____ percent of the Basic U.S. Singles Rate.

(D) The royalty rates hereinabove set forth shall each be hereinafter referred to as a "Basic Foreign Singles Rate".

(ii) (A) With respect to retail sales of Albums in Canada, the United Kingdom and Ireland, the countries constituting the European Union as of the date hereof and Japan, the royalty rate shall be _____ percent (_____%) of the applicable Basic U.S. Album Rate.

(B) With respect to retail sales of Albums outside the United States, Canada, the United Kingdom and Ireland, the countries constituting the European Union as of the date hereof and Japan, in those territories where

Company has a wholly-owned affiliate which itself manufactures and distributes records, the royalty rate shall be _____ percent (_____%) of the applicable Basic U.S. Album Rate.

(C) With respect to retail sales of Albums outside the United States and outside those territories referred to in subparagraph 11(b)(ii)(A) above, the royalty rate shall be _____ percent of the applicable Basic U.S. Album Rate.

(D) The royalty rates hereinabove set forth in subparagraphs 11(b)(ii)(A) through (C) shall each be hereinafter referred to as a “Basic Foreign Album Rate”.

(iii) (A) With respect to retail sales of EPs outside the United States, the royalty rate shall be _____ percent of the applicable Basic Foreign Album Rate.

(B) The royalty rate hereinabove set forth shall be hereinafter referred to as the “Basic Foreign EP Rate”.

(iv) (A) Notwithstanding anything to the contrary contained herein, with respect to records sold in any country in which governmental or other authorities place limits on the royalty rates permissible for remittances to the United States in respect of records sold in such territory(ies), the royalty rate payable to Artist hereunder in respect of sales of records in such territory(ies) shall equal the lesser of (1) the applicable Basic Foreign Singles Rate, applicable Basic Foreign EP Rate or applicable Basic Foreign Album Rate, as the case may be or (2) the effective royalty rate permitted by such governmental or other authority for remittances to the United States less a royalty equivalent to _____ percent (_____%) of the retail list price and such monies as Company or its licensees shall be required to pay to all applicable union funds in respect of said sales.

(B) Royalties in respect of sales of records outside the United States shall be computed in the same national currency as Company is accounted to by its licensees and shall be paid to Artist at the same rate of exchange as Company is paid. It is understood that such royalties will not be due and payable until payment thereof is received by Company in the United States of America. In the event Company is unable to receive payment in United States dollars in the United States due to governmental regulations, royalties therefor shall not be credited to Artist’s account during the continuance of such inability except that (1) if any accounting rendered to Artist hereunder during the continuance of such inability shows Artist’s account to be in a credit position, Company will, after Artist’s request and at Artist’s expense, if Company is able to do so, deposit such royalties to artist’s credit in the applicable foreign currency in a foreign depository, or (2) if the royalties not credited to Artist’s account exceed the amount, if any, by which Artist’s account is in a debit position, then Company will, after Artist’s request and at Artist’s expense, and if Company is able to do so, deposit such excess royalties to Artist’s credit in the applicable foreign currency in a foreign depository. Deposit as aforesaid shall fulfill Company’s obligations under this Agreement as to record sales to which such royalty payments are applicable.

(c) With respect to records sold (i) through any direct mail or mail order distribution method or any direct to consumer method, including, without limitation, record club distribution, whether or not such record club is affiliated with Company, (ii) by distribution through retail outlets in conjunction with special advertisements on radio or television, or (iii) by any combination of the methods set forth above, the royalty payable in connection therewith shall be _____ percent of Company’s net earned royalty receipts in respect of reported sales through such channels. No royalties shall be payable with respect to records given away as “bonus” or “free” records as a result of joining a record club or plan or of purchasing a required number of records or with respect to records received by members of any such club operation either in an introductory offer in connection with joining such club or upon recommending that another join such club operation.

(d) With respect to mid-priced records, the royalty rate shall be two-thirds (2/3) of the applicable royalty rate payable in respect of full-priced records in the same configuration or format. During the Term, Company shall not release in the United States any such mid-priced Album comprised solely of masters delivered hereunder prior to _____ months following Company’s initial United States release of a full-priced record embodying such masters, unless Productions shall consent thereto. If Company releases any such mid-priced Album prior to the expiration of said _____ month period without having obtained such consent, Productions’ sole remedy shall be that Productions shall be entitled to be credited with a full royalty rate for all units of such midpriced Album sold during such period that would otherwise be royalty bearing units.

(e) With respect to budget records, the royalty rate shall be one-half (1/2) of the applicable royalty rate payable in respect of full-priced records in the same configuration or format. During the Term, Company shall not release in the United States any such budget Album comprised solely of masters delivered hereunder prior to _____ months

following Company's initial United States release of a full-priced record embodying such masters, unless Productions shall consent thereto. If Company releases any such budget Album prior to the expiration of said _____ month period without having obtained such consent, Productions' sole remedy shall be that Productions shall be entitled to be credited with a full royalty rate for all units of such budget Album sold during such period that would otherwise be royalty bearing units.

(f) Notwithstanding anything to the contrary contained in this Agreement, in the event that Company (or its licensee(s)) shall in any country(ies) of the Territory adopt a policy applicable to the majority of Albums in Company's (or its licensee(s)') then current catalogue pursuant to which the retail list price of an Album is reduced subsequent to its initial release, then the royalty rates otherwise payable to Artist under this Agreement shall be reduced in the proportion that such reduced retail list price of the applicable Album bears to the retail list price of such Album as initially released in the applicable country.

(g) Notwithstanding anything to the contrary contained herein:

(i) With respect to Albums in compact disc form, the royalty rate payable shall be _____ percent (_____%) of the applicable Basic U.S. Album Rate or applicable Basic Foreign Album Rate, as the case may be;

(ii) With respect to records (other than Albums) in compact-disc form, the royalty rate payable shall be _____ percent (_____%) of the Basic U.S. Singles Rate, applicable Basic U.S. EP Rate, applicable Basic Foreign Singles Rate, or applicable Basic Foreign EP Rate, as the case may be;

(iii) With respect to records in digital audio tape form, the royalty rate payable shall be _____ percent (_____%) of the Basic U.S. Singles Rate, applicable Basic U.S. Album Rate, applicable Basic U.S. EP Rate, applicable Basic Foreign Singles Rate, applicable Basic Foreign Album Rate, or applicable Basic Foreign EP Rate, as the case may be; and

(iv) With respect to records (A) in any form, configuration, format or technology not herein described, which is now known but not widely distributed or which hereafter becomes known ("New Technology Configurations"), and (B) sold directly to consumers by electronic or radio transmission (including, without limitation, telephone, satellite, cable, direct transmission over wire or through the air, downloading and streaming, and any other similar methods now or hereafter known) the royalty rate payable shall be _____ percent (_____%) of the Basic U.S. Singles Rate, applicable Basic U.S. Album Rate, applicable Basic U.S. EP Rate, applicable Basic Foreign Singles Rate, applicable Basic Foreign Album Rate, or applicable Basic Foreign EP Rate, as the case may be.

(h) In the event that Company shall sell or license third parties to sell "records" via telephone, satellite, cable or other direct transmission to the consumer over wire or through the air ("Satellite Sales"), Artist shall be paid royalties with respect thereto at the Basic U.S. Singles Rate, applicable Basic U.S. Album Rate, applicable Basic U.S. EP Rate, applicable Basic Foreign Singles Rate, applicable Basic Foreign Album Rate or applicable Basic Foreign EP Rate, as the case may be. For purposes of calculating royalties payable in connection with such sales, the retail list price of such "records" shall be deemed to be the then-current retail list price of analog tape copies of such records (but in the United States, _____ percent (_____%) of the then current retail list price of such analog tape copies).

(i) The royalty rate payable for records sold to the United States government, its subdivisions, departments and agencies shall be two-thirds ($2/3$) of the otherwise applicable basic U.S. rate and shall be based upon the retail list price (Post Exchange list price where applicable) of such records. The royalty rate payable for records sold to educational institutions and libraries shall be one-half ($1/2$) of the otherwise applicable basic U.S. rate and shall be based upon the retail list price of such records.

(j) The royalty rate payable for records sold as C4 premiums" shall be one-half ($1/2$) of the otherwise applicable royalty rate, and the retail list price for such records shall be deemed to be Company's actual sales price. It is understood that Company shall not use Artist's name or likeness in connection with any such "premium" record as an endorsement of any product or service. Company shall not release any such "premium" record in the United States during the Term hereof without Artist's consent.

(k) Company shall have the right to license the masters to third parties for record use and/or all other types of use on a flat-fee or royalty basis. With respect to masters licensed on a flat-fee basis, Company shall credit Artist's royalty account with fifty percent (50%) of the net amount received by Company under each such license after Company shall have first deducted all third party payments for which Company is responsible. With respect to masters licensed on a flat-fee basis, Company shall credit Artist's royalty account with fifty percent (50%) of Company's net earned royalty receipts under each such license.

(l) As to records not consisting entirely of masters recorded and delivered hereunder, the royalty rate other-

wise payable to Artist hereunder with respect to sales of any such record shall be prorated by multiplying such royalty rate by a fraction, the numerator of which is the number of masters recorded and delivered hereunder embodied on such record and the denominator of which is the total number of masters embodied thereon.

(m) As to masters embodying performances of Artist together with the performances of another artist or artists, the royalty rate otherwise payable hereunder with respect to sales of any record derived from any such master and the recording costs and/or advances otherwise payable by Company hereunder with respect to any such master shall be prorated by multiplying such royalty rate or recording costs and/or advances by a fraction, the numerator of which is one and the denominator of which is the total number of artists whose performances are embodied on such master.

(n) Company shall have the right to include or to license others to include any one or more of the masters in promotional records on which such masters and other recordings are included, which promotional records are designed for sale at a substantially lower price than the regular price of Company's Albums. No royalties shall be payable on sales of such promotional records.

(o) No royalties shall be payable in respect of. (i) records given away or furnished on a "no-charge" basis to "one-stops", rack jobbers, distributors or dealers, whether or not affiliated with Company, which records do not exceed 230 non-royalty bearing Singles out of every 1,000 Singles distributed and 150 non-royalty bearing Albums out of every 1,000 Albums distributed; (ii) such additional "no-charge" records distributed during special promotions or marketing campaigns, which such records do not exceed the limits set forth in subparagraph 1o (o)(i) above plus an additional ten percent (10%) of the total number of records distributed; (iii) records given away or sold at below stated wholesale prices for promotional purposes to disc jockeys, record reviewers, radio and television stations and networks, motion picture companies, music publishers, Company's employees, Productions, Artist or other customary recipients of promotional records or for use on transportation facilities; (iv) records sold as scrap, salvage, overstock or "cut-outs"; (v) records sold below cost; (vi) "sampler" records intended for free distribution to automobile purchasers and containing not more than two (2) masters delivered hereunder. No royalties shall be payable on any sales by Company's licensees until payment has been received by Company in the United States.

(p) As to records sold at a discount to "one-stops", rack jobbers, distributors or dealers, whether or not affiliated with Company, in lieu of the records given away or furnished on a "no-charge" basis as provided above, the applicable royalty rate otherwise payable hereunder with respect to such records shall be reduced in the proportion that said discount wholesale price bears to the usual stated wholesale price, provided that said reduction in the applicable royalty rate does not exceed the percentage limitations set forth in such paragraphs above.

(q) The royalty rates provided for in this Paragraph shall be applied against the retail list price (less Company's container deductions, excise taxes, duties and other applicable taxes) for records sold that are paid for and not returned. The term "retail list price" as used in this Agreement shall mean (i) for records sold in the United States, the manufacturer's suggested retail price in the United States and (ii) for records sold outside the United States, the manufacturer's suggested retail price in the country of manufacture or sale, as Company is paid. In those countries where a manufacturer's suggested retail price is not utilized, the generally accepted retail price shall be utilized. Notwithstanding the foregoing, (A) with respect to sales in the United States, the retail list price for a "Maxi-single" shall be deemed to be the lesser of (1) one hundred percent fifty (150%) of the retail list price of a Single or (2) the actual retail list price of such "Maxi-single" and (B) with respect to sales outside the United States, the retail list price for a "Maxi-single" shall be deemed to be the retail list price of a Single. In computing sales, Company shall have the right to deduct all returns made at any time and for any reason.

(r) Company's container deductions shall be a sum equal to: (i) _____ percent (____%) of the retail list price for records in disc form (other than compact-disc records), (ii) _____ percent (____%) of the retail list price for records in disc form (other than compact-disc records) in "double-fold" jackets or covers or in jackets which contain an insert or any other special elements, (iii) _____ percent (____%) of the retail list price for records in analog pre-recorded tape form, and (iv) twenty-five percent (25%) of the retail list price for Satellite Sales, New Technology Configurations, compact-disc records, records in digital audio tape form, and any other form or configuration of record or form of package, container or box other than as described herein.

(s) The monies payable to Artist hereunder shall be inclusive of all monies, if any, required to be paid to the A.F. of M. Music Performance Trust Fund, Phonograph Record Manufacturers Special Payments Fund, AFTRA Pension and Welfare Fund and all other union funds with respect to the manufacture, distribution and sale of records hereunder. In the event that any monies shall become due to any such union funds, Company shall deduct such

monies from any and all monies payable to Artist under this or any other agreement and shall pay same directly to such union funds.

12. Statements as to royalties payable hereunder shall be sent by Company to Artist within _____ days after the expiration of each semi-annual period for the preceding semi-annual period ending _____. Concurrently with the rendition of each statement, Company shall pay Artist all royalties shown to be due by such statement, after deducting all recording costs paid by Company, all payments made on behalf of Artist and all advances made to Artist prior to the rendition of the statement. No statements need be rendered by Company for any such period after the expiration of the Term hereof for which there are no sales of Records derived from Masters hereunder. All payments shall be made to the order of Artist and shall be sent to Artist at Artist's address first above written. Company shall be entitled to maintain a single account with respect to all of Artist's recordings subject to this or any other agreement. Company may maintain reasonable reserves, provided however, that regarding such reserves: (i) with respect to Albums in any configurations, each such reserve as initially established shall not exceed _____ percent (_____%) of Albums shipped during the applicable accounting period and shall be liquidated evenly over a period ending _____ years from the date that such base reserve was established. Artist shall be deemed to have consented to all accountings rendered by Company hereunder and said accountings shall be binding upon Artist and shall not be subject to any objection by Artist for any reason unless specific objection, in writing, stating the basis thereof, is given to Company within _____ year(s) after the date rendered, and after such written objection, unless suit is instituted within _____ year(s) after the date upon which Company notifies Artist that it denies the validity of the objection.

13. Artist shall have the right at Artist's sole cost and expense to appoint a Certified Public Accountant who is not then currently engaged in an outstanding audit of Company to examine Company's books and records as same pertain to sales of records subject hereto as to which royalties are payable hereunder, provided that any such examination shall be for a reasonable duration and shall take place at Company's offices during normal business hours on reasonable prior written notice and shall not occur more than once a year.

14. (a) All notices to Artist may be served upon Artist personally, by prepaid telegram, or by depositing the same, postage prepaid by registered or certified mail, return receipt requested, in any mail box, chute, or other receptacle authorized by the United States Postal Service for mail, addressed to Artist at Artist's address first above written. Company will undertake to send a courtesy copy of each notice sent to Artist to _____, but Company's failure to send such courtesy copy will not constitute a breach of this Agreement or impair the effectiveness of the notice concerned.

(b) All notices to Company shall be in writing and shall be sent postage prepaid by registered or certified mail, return receipt requested, addressed to Company's address first above written.

15. (a) All musical compositions or material recorded pursuant to this Agreement which are written or composed, in whole or in part by Artist or any individual member of Artist or any producer of the masters subject hereto, or which are owned or controlled, directly or indirectly, in whole or in part, by Artist or any individual member of Artist or any producer of the masters subject hereto (herein called "Controlled Compositions") shall be and are hereby licensed to Company:

(i) For the United States, at a royalty per selection equal to _____ percent (_____%) of the minimum statutory per selection rate (without regard to playing time) effective on the earlier of (A) the date such masters are delivered to Company hereunder or (B) the date such masters are required to be delivered to Company hereunder. The aforesaid rate shall hereinafter sometimes be referred to as the "U.S. Per Selection Rate"; and

(ii) For Canada, at a royalty per selection equal to _____ percent (_____%) of the statutory per selection rate (without regard to playing time) effective on the earlier of (A) the date such masters are delivered to Company hereunder or (B) the date such masters are required to be delivered to Company hereunder, or if there is no statutory rate in Canada on such date, _____ percent (_____%) of the per selection rate (without regard to playing time) then generally utilized by major record companies in Canada. The aforesaid rate shall hereinafter sometimes be referred to as the "Canadian Per Selection Rate".

(b) Notwithstanding the foregoing, the maximum aggregate mechanical royalty rate which Company shall be required to pay in respect of any Single, Maxi-single or Album hereunder, regardless of the total number of compositions contained therein, shall not exceed two (2) times, three (3) times, and ten (10) times the applicable U.S. Per Selection Rate or Canadian Per Selection Rate, respectively, and in respect of any EP hereunder, regardless of the total number of compositions contained therein, shall not exceed the applicable U.S. Per Selection Rate or Canadian Per Selection Rate times the total number of masters contained therein.

(c) It is specifically understood that in the event that any Single, Maxi-single, EP or Album contains other

compositions in addition to the Controlled Compositions and the aggregate mechanical royalty rate for said Single, Maxi-single, EP or Album shall exceed the applicable rate provided herein, the aggregate rate for the Controlled Compositions contained thereon shall be reduced by the aforesaid excess over said applicable rate. Additionally, Company shall have the right with respect to any Single, Maxi-single, EP or Album, the aggregate mechanical royalty rate for which exceeds the applicable rate provided above to deduct such excess payable thereon from any and all monies payable to Artist pursuant to this or any other agreement. All mechanical royalties payable hereunder shall be paid on the basis of net records sold hereunder for which royalties are payable to Artist pursuant to this Agreement. Company may maintain reserves with respect to payment of mechanical royalties. If Company makes an overpayment of mechanical royalties in respect of compositions recorded under this Agreement, Artist will reimburse Company for same, failing which Company may recoup any such overpayment from any monies becoming payable to Artist pursuant to this or any other agreement. Mechanical royalty payments on records subsequently returned are considered overpayments. Notwithstanding anything to the contrary contained herein, mechanical royalties payable in respect of Controlled Compositions for sales of records for any use other than as described in above shall be _____ percent (_____%) of the otherwise applicable U.S. Per Selection Rate or Canadian Per Selection Rate, as the case may be. Mechanical royalties for Controlled Compositions which are arranged versions of any musical compositions in the public domain, when furnished by Artist for recordings hereunder, shall be paid in the same proportion as the appropriate performing rights society grants performing credits to the publisher of such composition, provided Artist has furnished Company with a copy of the letter from such performing rights society setting forth the percentage of the otherwise applicable credit which the publisher will receive. Any assignment of the ownership or administration of copyright in any Controlled Composition shall be made subject to the provisions hereof and any inconsistencies between the terms of this Agreement and mechanical licenses issued to and accepted by Company shall be determined by the terms of this Agreement. If any Single, Maxi-single, EP or Album contains compositions which are not Controlled Compositions, Artist will obtain for Company's benefit mechanical licenses covering such compositions on the same terms and conditions applicable to Controlled Compositions pursuant to this Paragraph.

(d) In respect of all Controlled Compositions performed in Pictures, Company is hereby granted an irrevocable perpetual worldwide license to record and reproduce such Compositions in such Pictures and to distribute and perform such Pictures including, without limitation, all Videoshows thereof, and to authorize others to do so. Company will not be required to make any payment in connection with those uses, and that license shall apply whether or not Company receives any payment in connection with those Pictures. Simultaneously with Artist's submission to Company of the information required herein, Artist shall furnish Company with a written acknowledgment from the person(s) or entity(ies) controlling the copyright in each non-Controlled Composition to be embodied on any Picture confirming the terms upon which said person(s) or entity(ies) shall issue licenses in respect thereof Upon Company's request therefor, Artist shall cause said person(s) or entity(ies) to forthwith issue to Company (and its designees) licenses containing said terms and such other terms and conditions as Company (or its designees) may require. Royalties in connection with licenses for the use of non-Controlled Compositions pertaining to Pictures and Videoshows are included in the royalties set forth hereof. If the copyright in any Controlled Composition is owned or controlled by anyone else, Artist will cause that person, firm or corporation to grant Company the same rights described in this Paragraph, on the same terms.

(e) Notwithstanding anything in the foregoing provisions of this Paragraph to the contrary, if a particular selection recorded hereunder is embodied more than once on a particular record, Company shall pay mechanical royalties in connection therewith at the applicable rate for such composition as though the selection were embodied thereon only once.

16. (a) In the event that Artist for any reason fails to timely fulfill all of Artist's recording and delivery commitments hereunder in accordance with all of the terms and conditions of this Agreement, then, in addition to any other rights or remedies which Company may have, Company shall have the right, upon written notice to Artist at any time prior to the expiration of the then current Period, (i) to terminate this Agreement without further obligation to Artist as to unrecorded or undelivered masters or (ii) to reduce the minimum number of masters required to be recorded and delivered during the then current Period to the number which have been timely recorded and delivered during such Period. It is specifically understood that Company may exercise any or all of its rights pursuant to subparagraphs 16(a)(i) and (ii) at any time(s) prior to the date the Term would otherwise expire. Company's obligations hereunder shall be suspended for the duration of any such default.

(b) Nothing herein contained shall obligate Company to permit Artist to record the minimum number of

masters specified herein to be recorded during the Term hereof, it being understood that Company's sole obligation to Artist as to each unrecorded required master shall be to pay Artist an amount equal to the minimum union scale payment which Company would have been required to pay to Artist had Artist in fact recorded such unrecorded master.

(c) Company reserves the right, at its election, to suspend the operation of this Agreement for the duration of any of the following contingencies, if by reason of any such contingency, it is materially hampered in the performance of its obligations under this Agreement or its normal business operations are delayed or become impossible or commercially impracticable: Act of God, fire, catastrophe, labor disagreement, acts of government, its agencies or officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, composers or employees affecting Company or the industry in which it is engaged, delays in the delivery of materials and supplies, or any other cause beyond Company's control. Any such suspension due to a labor controversy which involves only Company shall be limited to a period of six (6) months.

(d) If Artist's voice or Artist's ability to perform as an instrumentalist should be materially or permanently impaired, then in addition to any other rights or remedies which Company may have, Company shall have the right, upon written notice to Artist, to terminate this Agreement and shall thereby be relieved of any liability in connection with unrecorded masters.

17. Artist expressly acknowledges that Artist's services hereunder are of a special, unique and intellectual character which gives them peculiar value, and that in the event of a breach or threatened breach by Artist of any term, condition or covenant hereof, Company will be caused immediate irreparable injury. Artist expressly agrees that Company shall be entitled to injunctive and other equitable relief, as permitted by law without the necessity of posting a bond or other security, to prevent a breach or threatened breach of this Agreement, or any portion thereof, by Artist, which relief shall be in addition to any other rights or remedies, for damages or otherwise, available to Company.

18. (a) Artist warrants and represents that Artist is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to Artist's right to execute this Agreement and perform its terms and conditions. Without limiting the foregoing, Artist specifically warrants and represents that no prior obligations, contracts or agreements of any kind undertaken or entered into by Artist will interfere in any manner with the complete performance of this Agreement by Artist or with Artist's right to record any and all selections hereunder. Artist warrants and represents that there are now in existence no prior unreleased masters embodying Artist's performances. Artist further warrants and represents that Company shall not be required to make any payments of any nature for, or in connection with, the rendition of Artist's services or the acquisition, exercise or exploitation of rights by Company pursuant to this Agreement, except as specifically provided hereinabove.

(b) Artist warrants and represents that no materials, or any use thereof, will violate any law or infringe upon or violate the rights of any third party. "Materials", as used in this subparagraph shall include: (i) all musical compositions and other material contained on masters subject hereto, (ii) each name used by Artist, in connection with masters recorded hereunder, and (iii) all other materials, ideas, other intellectual properties or elements furnished or selected by Artist and contained in or used in connection with any masters recorded hereunder or the packaging, sale, distribution, advertising, publicizing or other exploitation thereof.

(c) Artist agrees to and does hereby indemnify, save and hold Company harmless from any and all loss and damage (including court costs, expenses and reasonable attorneys' fees) arising out of, connected with or as a result of any inconsistency with, failure of, or breach or threatened breach by Artist of any warranty, representation, agreement, undertaking or covenant contained in this Agreement including, without limitation, any claim by any third party in connection with the foregoing. In addition to any other rights or remedies Company may have by reason of any such inconsistency, failure, breach, threatened breach or claim, Artist shall reimburse Company, on demand, for any payment made by Company at any time after the date hereof with respect to any loss, damage or liability resulting therefrom and in addition thereto Company shall have the right to deduct from any and all monies otherwise payable to Artist under this or any other agreement a sum(s) equal to such loss, damage and liability (including anticipated and actual court costs and reasonable attorneys' fees). Company shall give Artist notice of any third party claim to which the foregoing indemnity applies and Artist shall have the right to participate in the defense of any such claim through counsel of Artist's own choice and at Artist's expense. Pending the determination of any such claim, Company may withhold payment of all monies under this or any other agreement in any amount consistent with such claim.

19. Wherever in this Agreement Artist's approval or consent is required, such approval or consent shall not be unreasonably withheld. Company may require Artist to formally give or withhold such approval or consent by giving

Artist written notice requesting same and by furnishing Artist with the information or material in respect of which such approval or consent is sought. Artist shall give Company written notice of approval or disapproval within ten (10) days after such notice. Artist shall not hinder nor delay the scheduled release of any record hereunder. In the event of disapproval or no consent, the reasons therefor shall be stated. Failure to give such notice to Company as aforesaid shall be deemed to be consent or approval.

20. During the Term, Artist shall become and remain a member in good standing of any labor unions with which Company may at any time have agreements lawfully requiring such union membership, including, but not limited to, the American Federation of Musicians and the American Federation of Television and Radio Artists. All masters subject hereto shall be produced in accordance with the rules and regulations of all unions having jurisdiction.

21. (a) In addition to Artist's recording and delivery commitments as set forth in this Agreement, Artist shall appear on dates and at places requested by Company for the filming, taping or other fixation of audio-visual recordings. Artist shall perform services with respect thereto as Company deems desirable in a timely and first-class manner. Artist acknowledges that the production of Pictures involves matters of judgment with respect to art and taste, which judgment shall be exercised by Company solely in its own discretion and that Company's decision with respect thereto shall be final, however, Company will consult with Artist regarding the director, the composition to be so recorded, the storyboard, the audio mix and the final cut of each Picture.

(b) (i) Each Picture produced during the Term of the Agreement shall be owned by Company (including the worldwide copyrights therein and thereto and all extensions and renewals thereof) to the same extent as Company's rights in master recordings made under this Agreement.

(ii) Company will have the unlimited right to manufacture Videoshows of the Picture and to rent, sell, distribute, transfer, sublicense or otherwise deal in such Videoshows under any trademarks, tradenames and labels; to exploit the Picture by any means now or hereafter known or developed; or to refrain from any such exploitation, throughout the world.

(c) (i) Following Company's receipt of invoices therefor, Company agrees to pay all costs actually incurred in the production of Pictures made at Company's request hereunder, provided such costs have been previously approved by Company in writing. In this connection, prior to commencing production of any Picture, Artist shall submit to Company, in writing, a detailed budget for each Picture. Said budget shall include the following information: (i) the musical compositions and other material to be embodied thereon; (ii) the general concept therefor and (iii) the producer, director, and any other key personnel therefor. Following Artist's receipt of Company's approval of said budget, Artist shall commence production of the Picture. All costs incurred in excess of the applicable approved budget shall be Artist's sole responsibility and Artist agrees to pay and discharge all such excess costs. In the event Company agrees to pay any such excess costs on Artist's behalf, Artist shall, upon demand, reimburse Company for such excess costs and/or Company may deduct such excess costs from any and all monies due to Artist pursuant to this or any other agreement. All sums paid by Company in connection with each Picture shall be an advance against and recoupable by Company out of all royalties becoming payable to Artist pursuant to this or any other agreement, provided that Company shall not recoup more than _____ percent (____%) of such sums from royalties becoming payable to Artist pursuant to this Agreement.

(ii) Each of the following sums, if any, paid by Company in connection with each Picture shall be an advance against and recoupable by Company out of all royalties becoming payable to Artist pursuant to this or any other agreement, provided that Company shall not recoup more than _____ percent (____%) of such sums from royalties becoming payable to Artist pursuant to this Agreement:

(A) All expenses incurred by Company in connection with the preparation and production of the Picture and the conversion of the Picture to Video Masters that are made to serve as prototypes for the duplication of the Videoshows of the Picture;

(B) All of Company's direct out-of-pocket costs (such as for rights, artists (including Artist), other personnel, facilities, materials, services, and the use of equipment) in connection with all steps in the production of the Picture and the process leading to and including the production of such Video Masters (including, but not limited to, packaging costs and the costs of making and delivering duplicate copies of such Video Masters); and

(C) If in connection therewith Company furnishes any of its own facilities, materials, services or equipment for which Company has a standard rate, the amount of such standard rate or if there is no standard rate, the market value for the services or thing furnished.

(iii) All sums that Company in its sole discretion deems necessary or advisable to pay in connection with

the production of Pictures and the exploitation of Company's rights therein in order to clear rights or to make any contractual payments that are or may become due on the part of Company, to Artist or any other person, firm or corporation by virtue of the exploitation of Company's rights therein, in order to avoid, satisfy or make unnecessary any claims or demands by any person, firm or corporation claiming the right to payment therefor, including, but not limited to, any payment to an actual or alleged copyright owner, patent owner, union, union-related trust fund, pension plan or other entity, and any payment for an actual or alleged re-run fee, residual, royalty, license fee or otherwise shall constitute advances against and recoupable out of all royalties becoming payable to Artist pursuant to this or any other agreement. No payment pursuant to this subparagraph shall constitute a waiver of any of Artist's express or implied warranties and representations.

(d) Conditioned upon Artist's full and faithful performance of all of the terms and conditions of this Agreement, Company shall pay Artist the following royalties with respect to Pictures:

(i) In respect of Company's commercial exploitation, if any, of Videoshows solely embodying Pictures subject hereto which are sold through normal retail channels for the "home video market" (as such term is commonly understood in the music and video industry):

(A) (1) With respect to Album Video shows sold through normal retail channels in the United States, full priced as initially released, a royalty rate at the rate equal to the applicable Basic U.S. Album Rate;

(2) The royalty rate set forth above is hereinafter sometimes referred to as the "Basic U.S. Home Video Rate".

(B) (1) With respect to Album Videoshows sold through normal retail channels outside the United States, full priced as initially released, the royalty rate shall be the applicable Basic Foreign Album Rate;

(2) The royalty rate set forth herein is hereinafter sometimes referred to as the "Basic Foreign Home Video Rate".

(C) Except as otherwise set forth in this Agreement, the applicable Basic U.S. Home Video Rate and the applicable Basic Foreign Home Video Rate shall be calculated, computed, determined, pro-rated, reduced, adjusted (but not escalated) and paid in the same manner and at the same times (e.g., configurations other than Albums, "free goods", reserves, percentages of sales, price, number of units for which royalties are payable, etc.) as the royalties payable by Company to Artist are calculated, computed, determined, pro-rated, reduced, adjusted (but not escalated) pursuant to this Agreement.

(ii) (A) The applicable Basic U.S. Home Video Rate and applicable Basic Foreign Home Video Rate shall be applied against Company's wholesale price, as hereinafter defined (less Company's container deductions, distribution fees, excise taxes, duties and other applicable taxes) for Videoshows sold which are paid for and not returned. The term "wholesale price" as used in this Paragraph shall mean that amount which Company receives from Company's distributor(s), whether or not affiliated with Company, for each such Videoshow. In computing sales, Company shall have the right to deduct all so-called "free goods" and all returns made at any time and for any reason. Company may maintain reasonable reserves against returns. Videoshows distributed in the United States by any of Company's affiliated branch wholesalers shall be deemed sold for the purposes of this Agreement only if sold by any such affiliated branch wholesaler to one of its independent third party customers.

(B) Company's container deductions in respect of Videoshows shall be a sum equal to: (i) _____ percent (_____%) of the wholesale price of the applicable Videoshow for Videoshows in Company's standard packaging for one cassette, disc, cartridge or other unit, and (ii) _____ percent (_____%) of the wholesale price of the applicable Videoshow for Videoshows in packaging for more than one cassette, disc, cartridge or other unit, or packaging with special materials, components, inserts or elements, or in any form of package, container or box other than Company's standard packaging for one cassette, disc, cartridge or other unit. (iii) With respect to sales and uses of Pictures hereunder other than Videoshows sold through normal retail channels for the home video market, Company shall pay Artist royalties equal to _____ percent (_____%) of Company's Video Net Receipts with respect to Company's exploitation of Pictures subject to this Agreement, unless otherwise elsewhere provided to the contrary in this Agreement. Monies earned and received by Company from any licensee (rather than monies earned and received by the licensee) in respect of exploitation of Pictures shall be included in the computation of Video Net Receipts. (iv) No royalties shall be payable to Artist hereunder in respect of Videoshows comprising so-called "video magazines", samplers or other promotional formats, or in respect of Pictures or Videoshows used or distributed for promotional purposes, whether or not Company receives payment therefor. (v) The royalties provided in these subparagraphs include any royalty obligations Company may have to any other person, firm or corporation who supplied services or

rights used in connection with Pictures, including, without limitation, producers, directors, extras, and music publishers, and any such royalties shall be deducted from the video royalties otherwise payable to Artist. (vi) With respect to records embodying Pictures made hereunder together with other material, royalties payable to Artist shall be computed by multiplying the royalties otherwise applicable by a fraction, the numerator of which is the amount of playing time in any such record of Pictures made hereunder and the denominator of which is the total playing time of all material in any such record. (vii) As to Pictures embodying performances of Artist together with the performances of another artist or artists, the royalties otherwise payable hereunder shall be prorated by multiplying such royalties by a fraction, the numerator of which is one (1) and the denominator of which is the total number of artists whose performances are embodied on such Pictures.

(e) Company shall have the right to use and allow others to use each Picture for advertising and promotional purposes with no payment to Artist.

(f) (i) During the Term of this Agreement, no person, firm or corporation other than Company will be authorized to make, sell, broadcast or otherwise exploit audio-visual materials unless: (i) Artist first notifies Company of all of the material terms and conditions of the proposed agreement pursuant to which the audio-visual materials is to be made, sold, broadcast or otherwise exploited, including, but not limited to, the titles of the compositions covered by the proposed agreement, the format to be used, the manner of exploitation proposed and the identities of all proposed parties to the agreement, and (ii) Artist offers to enter into an agreement with Company containing the same terms and conditions described in such notice and otherwise in the same form as this Agreement, but with payments to Artist that are ninety percent (90%) of the payments to Artist in such proposed agreement. If Company does not accept Artist's offer within _____ days after Company's receipt of same, Artist may then enter into that proposed agreement with the same parties mentioned in such notice, subject to this subparagraph and provided that such agreement is consummated with those parties within _____ days after the end of that _____ day period upon the same terms and conditions set forth in Artist's notice and offer to Company. If that agreement is not consummated within said _____ day period, no party except Company will be authorized to make, sell, broadcast or otherwise exploit such audio-visual materials unless Artist first offers to enter into an agreement with Company as provided in the first sentence of this subparagraph. Company will not be required, as a condition of accepting any offer made to Company pursuant to this subparagraph, to agree to any terms or conditions which cannot be fulfilled by Company as readily as by any other party (for example, but without limitation, the employment of a particular producer or director).

(ii) If Company does not accept an offer made to it pursuant to this subparagraph, such non-acceptance shall not be considered a waiver of any of Company's rights pursuant to this Agreement. Such rights include, without limitation, the right to prevent Artist from exploiting audiovisual material featuring Artist in the form of Videoshows, and the right to prevent Artist from authorizing any use of masters owned by or exclusively licensed to Company unless Company so agrees. Artist shall not act in contravention of such rights.

(g) In all other respects (e.g., the times for accountings to be rendered, and warranties and representations made by Artist) Pictures and Video Masters shall be governed by the same terms and conditions as are applicable to masters subject to this Agreement.

22. (a) Company shall have the perpetual right, without any liability to any party, to use and to authorize others to use Artist's name and biographical material and the names (including any professional names heretofore or hereafter adopted), and any likenesses, whether or not current (including photographs, portraits, caricatures and stills from any Pictures made hereunder), autographs (including facsimile signatures) and biographical material relating to Artist and any producer of masters hereunder for purposes of advertising, promotion and trade and in connection with other merchandising of any kind, including the making and exploitation of records hereunder and in general goodwill advertising. Artist warrants and represents that Artist owns the exclusive right to so use such names, likenesses, autographs (including facsimile signatures) and biographical materials and that the use of same will not infringe upon the rights of any third party. If any third party challenges any Artist's right to use a professional name, Company may, at its election and without limiting Company's rights, require Artist to adopt another professional name approved by Company without awaiting the determination of the validity of such challenge. During the Term, Artist will not change the name by which Artist is professionally known without Company's prior written approval.

(b) The merchandising rights granted to Company, pursuant to the subparagraph above, are limited to the exclusive right to use the names, biographical material and likenesses described therein, alone or together with other elements, solely in items derived from or embodying the artwork of records hereunder, and/or in connection with so-called "bounceback merchandising", i.e., merchandising through advertisements printed on or inserted in record pack-

ages, and/or other merchandising utilized directly in connection with the sale of records hereunder.

(c) (i) Notwithstanding the foregoing, in the event that during the Term, Artist desires to enter into an agreement with any party pertaining to any and all forms of merchandising (“Additional Merchandising Rights”) of the names, biographical material and likenesses described in above, then Company, directly or through an affiliate engaged in the merchandising business, shall have the “Matching Right” (as said term is defined herein), with respect to the acquisition of such Additional Merchandising Rights.

(ii) “Matching Rights” as used herein shall mean that no party other than Company shall be authorized to exercise such Additional Merchandising Rights unless and until: (A) Artist has notified Company of all material terms and conditions of, and parties to, the proposed agreement pursuant to which any such Additional Merchandising Rights are to be granted and (B) Artist offers to enter into an agreement with Company or its merchandising affiliate containing the same terms and conditions described in such notice, but with payments to Artist that are _____ percent (_____%) of the payments to Artist in such proposed agreement. If Company (or its merchandising affiliate) does not accept such offer within _____ business days following its receipt thereof, Artist may then enter into such proposed agreement with the parties identified in said notice, provided that such agreement is consummated within _____ days after the expiration of such _____ business days upon the same terms and conditions as set forth in the aforesaid notice. If such agreement is not so consummated, no party other than Company will be authorized to exercise such Additional Merchandising Rights unless Artist again offers to Company a Matching Right pursuant to this terms of this subparagraph. Company and its merchandising designee shall not be required, as a condition to accepting any offer made pursuant to this subparagraph, to agree to any terms or conditions contained in the proposed agreement which cannot be fulfilled by Company as readily as by the party to the proposed agreement (such as, by way of example only, an agreement conditioned upon the services of an individual exclusively under the control of such proposed third party).

23. Notwithstanding any provision to the contrary herein, Artist shall have the right to perform as a so-called non-featured “back-up musician”, “background vocalist” or “sideperson” with featured artists for the purpose of making phonograph records for third parties only upon the following conditions:

(a) Artist’s activities in this regard will not in any way interfere with the prompt and timely performance of the recording and delivery obligations provided in this Agreement;

(b) Artist shall give Company written notice thereof in advance and the compositions to be performed and recorded shall not be compositions recorded pursuant to this Agreement;

(c) Artist shall not in any manner be restricted from thereafter performing the same compositions for Company;

(d) Artist shall not receive more than twice the applicable minimum union scale payment for any such performances without Company’s consent thereto, which consent shall not be unreasonably withheld;

(e) If any such records are released in an album, Artist’s name may only be used on the liner of such album in a size, prominence and type style as is customary in the recording industry for the names of such non-featured “back-up musicians”, “background vocalists” and “sidemen” whose performances are used and who are given credit on such album and in the same place on the liner where all other such non-featured performers are listed and Company shall be given appropriate courtesy credit in conjunction with any use of Artist’s name on the liner of such album;

(f) Artist shall not perform any step-outs, solos, leads or duets as a vocalist in connection with such master recordings. Artist shall not perform any step-outs, solos, leads or duets as an instrumentalist in connection with such master recordings, unless Company shall consent thereto, which consent shall not be unreasonably withheld; and

(g) Except as otherwise provided above, Artist’s name, likeness, or photograph shall not be used in any manner by any third party in connection with Artist’s performances or in any advertising thereof. Artist’s performance may not be used in any manner in connection with “sight and sound” devices. No Singles may be released embodying Artist’s performances.

24. (a) Artist’s obligations under this agreement are joint and several, and all references to “Artist” herein include all members of the group collectively and individually, including members of the group as presently comprised (“Present Members”): And such other individual(s) who at any time during the term hereof shall become members of the group (“Substitute Members”). The substitution of, addition to, or subtraction from the membership of the, group shall be done only with the prior written approval of, Company. Any Substitute Member will be automatically deemed a party to this agreement.

(b) If any individual ceases to perform as a member of the group (“Leaving Member”), Artist shall promptly

give Company written notice of such occurrence (“Leaving Member Notice”). If the group disbands, each member of the group shall be deemed a Leaving Member. If Company so requests, within _____ days after Company’s receipt of the Leaving Member Notice Artist shall promptly deliver to Company a “demo tape” made at Company’s expense pursuant to an Approved Budget, embodying the performances of such leaving member and/or the remaining members of the group.

(c) Each of the Present Members and Substitute members agree that, without limiting any of Company’s other rights and/or remedies, if there is a Leaving Member during the term hereof:

(i) Company shall have the right to terminate the term of this agreement with respect to the remaining members of Artist by notice given to Artist at any time before the expiration of _____ days after Company’s receipt of the Leaving Member Notice (or, if later, the date of the delivery to Company of a demo tape). If Company elects to do so all members of Artist shall be deemed Leaving Members and subparagraph (ii) below shall then apply.

(ii) Each individual member of Artist hereby grants to Company an irrevocable option to engage the exclusive services of any Leaving Member as a recording artist. Said option, with respect to such individual, may be exercised by Company by giving Artist notice at any time before the expiration of _____ days following Company’s receipt of the Leaving Member Notice (or, if later, the date of the delivery to Company of the demo tape). If Company exercises said option, Company and such Leaving Member shall be deemed to have entered into a new agreement upon all the terms and conditions of this agreement except that: (A) the provisions for the pre-approved recording budgets contained herein shall not be applicable, but rather Company shall pay all Recording Costs for Masters to be recorded by such individual up to the amount of the budget approved by Company therefor; (B) any unre-couped Advances in Artist’s account at the time such member leaves may be recouped out of royalties earned by such Leaving Member under this paragraph; (C) a portion of any future royalty earnings from Master Recordings embodying such Leaving Member’s performances recorded prior to his departure from the group shall be applied to recoup any future Advances to such Leaving Member, such portion to be determined by applying a fraction having a numerator of one (1) and a denominator equal to the number of members of Artist at the time of the Leaving Member Notice; and (D) Recordings by such individual shall not be applied in reduction of Artist’s Recording Commitment set forth in this agreement.

(d) A Leaving Member shall not, without Company’s consent, use the professional name of the group, it being understood and agreed that such professional name shall remain the property of the remaining members, subject to Company’s rights to use such name granted pursuant to this Agreement.

25. For the purposes of this Agreement, the following definitions shall apply:

(a) “Master”—The equivalent of a recording of a single selection or medley of not less than 3 1/2 minutes of playing time intended for use in the manufacture and sale of records.

(b) “Single”—A record embodying thereon two (2) masters.

(c) “Maxi-single”—A record embodying thereon not more than four (4) masters.

(d) “EP”—A record embodying thereon either five (5) masters or six (6) masters, provided, however, that in the event that more than one (1) of such masters embody the same musical composition, such record shall be deemed to be a Maxi-single for the purposes of this Agreement.

(e) “Album”—A record of not less than 35 minutes of playing time. Multiple sets which consist of more than one (1) Album intended to be released, packaged and sold together for a single overall price shall be deemed to be the equivalent of one (1) Album for the purposes of this Agreement, but shall not be recorded hereunder without Company’s prior written consent.

(f) “Records”, “phonograph records”, “recordings” and “sound recordings”—All forms of recording and reproduction by which sound may be recorded now known or which may hereafter become known, manufactured or sold primarily for home use, juke box use, or use on or in means of transportation, including, without limiting the foregoing, magnetic recording tape, film, electronic video recordings and any other medium or device for the production of artistic performances manufactured or sold primarily for home use, juke box use or use on or in means of transportation, whether embodying (i) sound alone or (ii) sound synchronized with visual images, e.g. “sight and sound” devices.

(g) “Delivery”, “deliver” or “delivered”—The actual receipt by Company at Atlantic Studios of completed, fully edited, mixed, leadered and equalized 1630 tapes for each configuration (e.g., compact-disc, analog cassette) of all the masters comprising the applicable minimum recording commitment, commercially satisfactory in Company’s

opinion and ready for Company's manufacture of records, together with all materials, consents, approvals, licenses and permissions.

(h) "Recording Costs"—Wages, fees, advances and payments of any nature to or in respect of all musicians, vocalists, conductors, arrangers, orchestrators, engineers, producers, copyists, etc.; payments to a trustee or fund based on wages to the extent required by any agreement between Company and any labor organization or trustee; all studio, tape, editing, mixing, re-mixing, mastering and engineering costs; all costs of travel, per diems, rehearsal halls, non-studio facilities and equipment, dubdown, rental and transportation of instruments; all costs occasioned by the cancellation of any scheduled recording session; and all other costs and expenses incurred in producing the master recordings hereunder which are then customarily recognized as recording costs in the recording industry.

(i) "mid-priced record"—A record which is sold by Company or its licensee(s) at a price which is below Company's or the applicable licensee's then prevailing top-line suggested retail list price, which price is consistently applied by Company to such records and which records are sold by Company or its licensee(s) as mid-priced records.

(j) "budget record"—A record which is sold by Company or its licensee(s) at a price which is below Company's or the applicable licensee's then prevailing top-line suggested retail list price, which price is consistently applied by Company to such records and which records are sold by Company or its licensee(s) as budget records.

(k) "Pictures"—motion pictures and other audiovisual works that have a soundtrack substantially featuring performances of Artist.

(l) "Videoshows"—Videocassettes, Videodiscs or any other devices, now or hereafter known or developed, that enable the Picture to be perceived visually, with or without sound, when used in combination with or as part of a piece of electronic, mechanical or other apparatus.

(m) "Videodisc"—A disc-type Videoshow that enables the Picture to be perceived visually, with or without sound, through a television-type playback system or device.

(n) "Videocassette"—A Videoshow other than a Videodisc (e.g., a Videoshow in the form of pre-recorded tape).

(o) Video Masters"—Master Videoshows.

(p) "Video Net Receipts"—Monies earned and received by Company from exploitation of Pictures less (i) a gross distribution fee of (A) _____ percent (_____%) in respect of broadcast, telecast, cablecast or other exploitation (excluding the sale of Videoshows) within the United States, and (B) _____ percent (_____%) in respect of broadcast, telecast, cablecast or other exhibition outside the United States, and (ii) any out-of-pocket expenses, copyright, union and other third party payments, taxes and adjustments borne by Company in connection with exploitation and collection and receipt by Company of such monies.

(q) "Or any other agreement" shall not include licenses in respect of mechanical reproduction of Controlled Compositions hereunder. Notwithstanding the preceding sentence, with respect to excess costs paid by Company and any overpayments of sums hereunder, the term "or any other agreement" shall include licenses in respect of the mechanical reproduction of Controlled Compositions hereunder.

26. Company shall have the right without Artist's consent to assign this Agreement in whole or in part to any subsidiary, parent company, affiliate, or to any third party acquiring a substantial portion of Company's assets or stock.

27. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement shall be binding upon Company unless confirmed by a written instrument signed by an officer of Company. A waiver by Company of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All of Company's rights and remedies in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy or right available to Company. Should any provision of this Agreement be adjudicated by a court of competent jurisdiction as void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. It is agreed that all accountings and payments required herein, and all grants made herein, shall survive and continue beyond the expiration or earlier termination of this Agreement. No breach of this Agreement by Company shall be deemed material unless within _____ days after Artist learns of such breach, Artist serves written notice thereof on Company specifying the nature thereof and Company fails to cure such breach, if any, within _____ days after receipt of such notice.

28. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF _____ AND ITS VALIDITY, CONSTRUCTION, PERFORMANCE AND BREACH SHALL BE GOVERNED BY THE LAWS

OF THE STATE OF _____ APPLICABLE TO AGREEMENTS MADE AND TO BE WHOLLY PERFORMED THEREIN. ARTIST AGREES TO SUBMIT TO THE JURISDICTION OF THE FEDERAL OR STATE COURTS LOCATED IN _____ IN ANY ACTION WHICH MAY ARISE OUT OF THIS AGREEMENT AND SAID COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES BETWEEN COMPANY AND ARTIST PERTAINING TO THIS AGREEMENT AND ALL MATTERS RELATED THERETO. IN THIS REGARD, ANY PROCESS IN ANY ACTION OR PROCEEDING COMMENCED IN THE COURTS OF THE STATE OF _____ ARISING OUT OF ANY CLAIM, DISPUTE OR DISAGREEMENT UNDER THIS AGREEMENT MAY, AMONG OTHER METHODS, BE SERVED UPON ARTIST BY DELIVERING OR MAILING THE SAME, VIA REGISTERED OR CERTIFIED MAIL, ADDRESSED TO ARTIST AT THE ADDRESS PROVIDED HEREIN FOR NOTICES TO ARTIST; ANY SUCH DELIVERY OR MAIL SERVICE SHALL BE DEEMED TO HAVE THE SAME FORCE AND EFFECT AS PERSONAL SERVICE WITHIN THE STATE OF _____. NOTHING CONTAINED IN THIS PARAGRAPH SHALL PRECLUDE COMPANY FROM JOINING ARTIST IN AN ACTION BROUGHT BY A THIRD PARTY AGAINST COMPANY IN ANY JURISDICTION, ALTHOUGH COMPANY'S FAILURE TO JOIN ARTIST IN ANY SUCH ACTION IN ONE INSTANCE SHALL NOT CONSTITUTE A WAIVER OF ANY OF COMPANY'S RIGHTS WITH RESPECT THERETO, OR WITH RESPECT TO ANY SUBSEQUENT ACTION BROUGHT BY A THIRD PARTY AGAINST COMPANY. NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF ANY OTHER REMEDIES AVAILABLE TO COMPANY.

29. This Agreement shall not become effective until it is executed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMPANY: _____

ARTIST: _____

Sale of Copyright

AGREEMENT dated as of _____, by and between _____ (“Seller”) and _____ (“Purchaser”).

1. SALE OF ACQUIRED ASSETS; “CUTOFF DATE”:

1.1. Subject to the terms and conditions contained herein, and subject to our reasonable satisfaction with the results of the customary corporate, contractual and copyright “due diligence,” Purchaser hereby agrees to purchase, and Seller hereby agrees to sell, assign, transfer and set over unto us, effective as of _____ (the “CutOff Date”), (1) one hundred percent (100%) of Seller’s undivided percentage of the worldwide rights (including but not limited to all copyrights, renewal copyrights, extensions of copyrights now or hereafter provided by law to the extent that Seller owns the same, and all other rights therein) in and to those musical compositions currently owned by Seller which are listed on the annexed Schedule (such compositions being referred to below as the “Subject Compositions,” or “SCs”), and (2) all contracts, correspondence, files, royalty accounting records and other documentation in Sellers possession or subject to Seller’s control now or hereafter affecting the SCs (the SCs and such other assets being collectively referred to below as the “Acquired Assets”)

1.2. Seller agrees to execute an Assignment of Copyrights in the form annexed hereto and deliver to Purchaser at the Closing (as defined below):

1.3. CutOff Date/Payment Responsibilities:

1.3.1. It is understood and agreed that Purchaser shall be entitled to collect and retain for its own account the publisher’s share of any and all monies becoming due and payable with respect to the SCs subsequent to the “CutOff Date” and shall be responsible for the payment of the writer’s share attributable to the publisher’s share retained by Purchaser. Seller shall not be entitled to participate in monies for periods subsequent to the CutOff Date.

1.3.2. In the event that Seller and/or any person or entity on Sellers behalf receive any monies with respect to the SCs subsequent to the CutOff Date, the same shall be turned over to Purchaser by Seller and/or such other person or entity immediately following receipt thereof.

1.4. Exclusions:

1.4.1. It is understood and agreed that Purchaser is not assuming or acquiring, and shall have no responsibility for, any of Seller’s liabilities or obligations, whatsoever (except as provided in paragraph 1.3.1 above).

1.4.2. It is further understood and agreed that Purchaser shall not hire or retain any personnel (whether characterized as employees and/or independent contractors) now or formerly employed or whose services have been or may be utilized by Seller (or any subsidiary entity), and that Purchaser is not undertaking any responsibility for any such present or former employee or independent contractor, including, but not limited to, salary and/or benefits for any period prior to or subsequent to the Closing, and Seller covenants and agrees to be solely responsible therefor (as between Seller and Purchaser).

2. PURCHASE PRICE:

At the closing, Purchaser shall make a single, nonreturnable, nonrecoupable payment to Seller in the amount of _____ Dollars (\$) (less any thenunrecouped balance of advances under the Administration Agreement), as payment in full for the SCs and the other Acquired Assets.

3. CLOSING:

The Closing shall take place at _____ on _____. In the event that either party is unable to conclude this transaction at such time, place and date, due to conditions beyond the control of such party, such party shall have the right to adjourn the Closing, provided, that in no event shall the Closing take place later than _____. If the Closing does not occur by such latter date, either party shall have the right (without liability therefor) to terminate this Agreement by notice to the other.

4. WARRANTIES AND REPRESENTATIONS; COVENANTS:

4.1. Each party hereby warrants and represents to the other party that it has full right, power and authority to enter into and to perform its obligations pursuant to this Agreement, and, in Seller's case, that Seller owns all rights transferred and to be transferred to Purchaser hereunder, that Seller owns the percentage of each SC indicated on the annexed Schedule, and that Seller has the right to sell such rights to Purchaser free of any mortgage, lien, levy or encumbrance whatsoever.

4.2. Seller warrants and represents that there are no judgments, decrees, awards, orders or injunctions, actions, claims, investigations or proceedings before any court, arbitrator, governmental instrumentality or administrative agency threatened or pending against Seller with respect to the SCs or the other Acquired Assets, and that Seller has no reason to believe that any such action, claim, investigation or proceeding will be threatened or commenced.

4.3. Seller further warrants and represents that neither Seller nor anyone authorized by Seller has received, or has made arrangements to receive, any advance, loan or other payments which would or might be recoupable from, or otherwise offset against, any monies which would be collectible by Purchaser with respect to any period commencing on or after the CutOff Date.

4.4. Seller covenants and agrees that Seller has paid or provided for, or shall pay or provide for, any and all taxes which may be or become due to Seller with respect to income heretofore paid to Seller in respect of the SCs, and with respect to the Purchase Price to be paid to Seller at the Closing, and that Seller has filed or will timely file any and all returns required to be filed in connection therewith.

4.5. Each party warrants and represents to the other that no agent or "finder" has represented such party with respect to this transaction, or, if any such agent or "finder" has represented such party, that such party shall be solely responsible for the payment of any fee or commission which may be or become due to such agent or "finder" with respect to this transaction.

5. SURVIVAL OF COVENANTS, WARRANTIES, AND REPRESENTATIONS:

Each party's respective covenants, warranties and representations shall be true as of, and shall survive, the Closing, regardless of any "due diligence" or other investigation undertaken by either party prior to the Closing.

6. RECIPROCAL INDEMNITIES:

6.1. Each party agrees to indemnify the other party (the "Indemnitee") and hold the Indemnitee harmless from and against any and all loss, damage, cost or expense (including actual and reasonable outside counsel fees and court costs) which the other party may incur as the result of any breach of this Agreement on the part of the Indemnitor resulting in a final, nonappealable adverse judgment against the Indemnitee.

6.2. In each instance, the Indemnitee shall give the Indemnitor prompt notice of any claim, action, or proceeding in respect of which indemnity is claimed, and the Indemnitor shall defend the same at the Indemnitor's sole cost and expense.

6.3. The Indemnitee shall have the right to participate in the defense of such claim, action or proceeding by counsel of the Indemnitee's choice, at the Indemnitee's sole cost and expense.

7. MISCELLANEOUS:

7.1. This Agreement contains the entire agreement of the parties with respect to the subject matter, supersedes any and all prior agreements (oral and/or written) concerning the subject matter, and may not be altered or amended except by a further written agreement signed by both parties.

7.2. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

7.3. All notices required or permitted to be given by this Agreement shall be given in writing and shall be delivered to the party to be notified. Notices shall be sent to the above addresses (or to such other address as a party may designate from time to time by notice in the manner prescribed above).

7.4. The paragraph headings included in this Agreement are included for the convenience of the parties and neither add to, detract from, nor vary the meaning of the provisions of said paragraphs.

7.5. Choice of Law & Forum:

7.5.1. This Agreement has been entered into in, and shall be interpreted in accordance with the laws of the State of _____. Any action seeking the interpretation and/or enforcement of this Agreement shall be heard only in the State or Federal Courts situated in _____ County, both parties hereby submitting to the jurisdiction of such courts for such purpose.

7.5.2. To the extent permitted by law, process in any action between the parties may be served by registered or certified mail, directed to the party to be served at such party's then current address for notices pursuant to the provisions above.

Seller: _____

Purchaser: _____

Notice of Assignment of Copyrights and Income

Dated As of: _____

To Whom It May Concern:

Please be advised that effective on _____ (the CutOff Date), has acquired all right, title and interest of the undersigned in all compositions owned or controlled by the undersigned listed on the annexed schedule (the "Compositions"), and in and to all other music publishing assets of the undersigned related to said Compositions.

All income of any nature earned in respect of the Compositions from and after the CutOff Date, regardless of when collected or payable, should be sent and all statements, checks and correspondence relating to the Compositions should be directed to the attention of _____ at the same address.

Please mark your records accordingly and confirm that you have done so by countersigning and returning this Notice.

Very truly yours,

By: _____

Songwriter Exclusive Copublishing Agreement

Dated:

Dear _____ :

The following, when signed by you and by us, will constitute the terms and conditions of the exclusive co-publishing agreement between you and us.

I. *Term:*

I.1. The Term of this Agreement shall be deemed to have commenced as of the above date, and shall continue until the initial U.S. release of the “Qualifying LP” (as defined below) subsequent to the above date, or, if earlier, until the date upon which we fail to exercise our option to acquire the Qualifying LPs. It is understood and agreed that our options are consecutive and successive, so that our failure to exercise our option to acquire a Qualifying LP will cause our option(s) for the remaining Qualifying LP(s) to lapse as well.

I.2. In each instance, our option shall be exercisable by notice to you (all references to “notice” in this Agreement are to notice in the manner prescribed in paragraph 9 below) within _____ days after your delivery to us of all of the following: a copy of the final mix of the subject optional Qualifying LP, notice of the scheduled U.S. release date for such LP(s) as established by the record company, a complete list of the compositions on such LP(s), the names of all songwriters and publishers of such compositions, and the respective percentages of each with respect to each composition, and satisfactory written clearance of any so-called “samples” included on such LP(s).

I.3. “Qualifying LP”:

I.3.1. A “Qualifying LP” is a newly-recorded, LP-length studio recording upon which you are the sole featured artist, which is distributed in the U.S. by Sony, WEA, EMD, PGD, BMG or MCA, and released by one of such companies (or another company then regularly distributed by one of such companies) (“Major Record Company”) and which consists of at least five previously unreleased 100% “Subject Compositions” or “Existing Compositions” (as defined below) or the equivalent in co-written compositions, upon which mechanical royalties are actually payable in accordance with the terms of the “controlled composition clauses annexed hereto as “Schedule “B” or any “controlled compositions” clause of any recording agreement into which you (or an entity furnishing your services) may enter subsequent to the date of this Agreement, provided that such clause is in accordance with the terms of paragraph 7.2.1.1.

I.3.2. It is expressly understood that “greatest hits”, “best of”, “live”, and “re-mix” LPs cannot constitute “Qualifying LPs”, and that if more than one LP-length record is included in a single package, such package shall nonetheless count only as one LP.

I.4. Potential Termination

I.4.1. Notwithstanding paragraph I.1. above, in the event your recording agreement with a Major Record Company terminates (other than by reason of your default), then upon the _____ month anniversary of the date of your notice to us of such termination (provided that you have not secured a successor agreement with a Major Record Company by the date of the “Termination Notice” (as defined below)), you shall have the right by notice to us (the “Termination Notice”) to terminate the remainder of the Term as well as your future obligations to deliver compositions and our future obligations to make advances.

I.4.2. A recording agreement shall be deemed to have been “secured” if the principal deal points shall have been agreed and committed to writing (e.g., by an exchange of correspondence), even if a formal agreement shall not have been executed, by the end of the applicable period (so long as such formal agreement is executed within a reasonable time thereafter).

2. *Territory:*

3. Scope of Agreement:

3.1. Subject Compositions:

3.1.1. (A) Subject to the requirements and/or restrictions set forth in paragraph 3.2. and paragraph 3.3., below, your music publishing designee and we will each own an undivided 50% share of your interest in all compositions presently owned or controlled by you which are not subject to an existing third party agreement set forth on Schedule "A", including without limitation all compositions included on the attached Schedule "A" ("Existing Compositions"), all songs written, controlled or co-written during the Term by you, and all compositions written or co-written prior to the Term by of you which are subject to an existing third party agreement set forth on Schedule "A" but only to the extent that they are reacquired by you during the Term (your and our share of the foregoing material being collectively referred to below as "Subject Compositions" or "SCs"), subject to the provisions of Paragraph 3.1.2., below, in the case of co-written compositions and we will have exclusive administration of the SCs throughout the Territory during the "Administration Period" (as defined in paragraph 3.3., below).

(B) A composition first recorded and/or released during the Term or within _____ months following the expiration of the Term (other than a composition embodied on an LP as to which we fail to exercise an option hereunder) shall be deemed to have been written and composed during the Term unless you can conclusively prove that such composition was written after the Term.

3.1.2. In the case of co-written compositions, such co-ownership and administration shall only extend to your fractional interest which shall be, calculated (at a minimum) by multiplying 100% by a fraction, the numerator of which is one and the denominator of which is the total number of contributing writers unless we have received notice prior to the initial U.S. release of the specific composition indicating a different ownership share (accompanied by a fully executed writer acknowledgment of such shares utilizing the form on the attached Schedule "C"); however, in the event that our ownership share in a specific composition derived through you would be reduced below 12.5% by reason of the number of writers collaborating with you with respect to that composition, such composition shall be deemed to be a "Reduced Share SC" for the purpose of paragraph 5.3. below.

3.2. Administrative Requirements and Restrictions: Although it is intended that we and our foreign subsidiaries, affiliates and licensees have the fullest possible rights to administer and exploit SCs, to utilize your name(s) and approved likeness(es) in connection therewith (and you hereby consent [subject to label's consent] to the insertion in label copy of each Qualifying LP for which we print a "matching folio" a notice indicating the availability of such matching folio), and to execute PA forms (and other routine copyright documents) in your name and on your behalf as your attorney-in-fact (which appointment is coupled with an interest and is therefore irrevocable and we shall provide you with copies of such PA forms and copyright documents upon our receipt of notice from you requesting such copies), neither we nor our foreign subsidiaries shall do any of the following (nor shall we authorize any affiliate or licensee to do any of the following) without your prior written consent in each instance (which consent, unless expressly provided otherwise, shall not be unreasonably withheld by you):

3.2.1. Change or authorize any change in the English-language title and/or lyric of any SC, alter the harmonic structure of any SC, alter the melody of any SC (except insubstantial changes necessary to accommodate the syllabic requirements of foreign languages) (which consent may be withheld in your sole discretion), knowingly authorize any parody lyrics to any SC, grant a copyright interest in any SC to a foreign lyricist (unless required by law) or register any local translation of an SC with a performing rights society unless a recording embodying such translation has been released;

3.2.2. Issue a mechanical license for the use of any SC at less than the prevailing statutory or society rate, except in connection with those types of uses for which reduced-rate licenses are customarily granted in the country in question; (provided, that our inadvertent failure to obtain your prior written consent to such license at less than the full rate shall not be deemed to be a breach of this Agreement) and provided, further, that we will issue mechanical licenses as required by the terms of the "controlled compositions" and related clauses (e.g., dealing with promo videos and home audiovisual devices) of any agreement with a record company in respect of your services as a recording artist or producer, as well as with the corresponding clauses of any future agreement in respect of your recording and/or producing services so long as such agreement prohibits "cross-collateralization" of recording advances (except for cost overruns and union late-payment penalties) and provides for a rate of no less than 3/4ths of the U.S. statutory mechanical copyright rate (and 3/4ths of the prevailing equivalent Canadian rate) for "top-line" LPs as of the date of recording of specific recordings, with minimums/ maximums of 10 times such 3/4 rate on LPs, 3 times such 3/4 rate on EPs and 12" singles (and cassette equivalent), 2 times such rate on 7" singles (and cassette equivalent).

alent) and you have used your best good faith efforts to obtain payment on at least 50% of LP-length “free goods”;

3.2.3. Authorize the use of the title or lyric of any SC or any portion thereof as the title of a play, film or TV program, or authorize the dramatization of any SC or exploit any so-called “grand rights”;

3.2.4. Authorize the inclusion of any SC in (A) a film or television program, other than routine background uses and except as may be required pursuant to the MCPS blanket license for BBC and ITA programming and/or pursuant to the similar blanket licenses under foreign society regulations now or hereafter in effect (B) any commercial or political advertisement or (C) any merchandising “tie-in”.

3.2.5. Utilize any name, photograph or likeness of, or biographical material concerning, you (provided, that any such material [as well as any album cover artwork] utilized by your record company with your written consent, or under circumstances deemed to constitute consent pursuant to the applicable recording agreement, shall be deemed approved for use hereunder,) free of charge as between you and us (but subject to any necessary third-party clearance). Notwithstanding the foregoing, our use of your name in connection with our administration and/or exploitation of SCs, or in connection with advertising and publicity for our publishing companies, to designate our writers and catalog, or in respect of a profile of you on our so-called “Web Site” (such advertising, publicity and web site use being at no cost to you) shall not require your consent or prior approval.

3.3. Reassignment Provisions:

3.3.1. Provisional outside Material:

(A) In the event that we fail to exercise our option to acquire the SCs included on a specific Qualifying LP (“Option LP”), all SCs delivered subsequent to the date of the initial U.S. release of the immediately preceding Qualifying LP subject to this Agreement and embodied on such Option LP (“Provisional Outside Material”) shall be promptly reassigned to you, together with all licenses issued with respect to such Provisional Outside Material and 95% of the “Gross Receipts” (as defined below), theretofore earned with respect to such licenses without reduction by reason of recoupment of advances or otherwise.

(B) Gross Receipts received subsequent to reassignment in respect of Provisional Outside Material shall be credited 100% to your account hereunder, and shall be paid over to you at our regular accounting dates without reduction by reason of recoupment of advances made or to be made hereunder.

3.3.2. Unexploited Material:

(A) For the purposes of this subparagraph, exploitation shall be deemed to have been “secured” if a recording of an SC shall have been commercially released in the Territory by a Major Record Company or a recognized independent record company or distributor such SC shall have been included in a theatrical feature film which is released or as a use in a primetime network or “major” cable television production or a national television commercial exhibited commercially in the U.S., during the Applicable Period (as set forth in paragraph 3.3.2.(B) below) or scheduled in writing during such Applicable Period for release or exhibition (as appropriate) within three months thereafter and actually released or exhibited within such Applicable Period.

(B) All unexploited SCs shall be reassigned to you (upon notice from you specifying the applicable unexploited SCs subject to reassignment) as of the end of the calendar quarter during which occurs the later of (1) the expiration of the second anniversary of the expiration of the Term or (2) the recoupment of all advances hereunder (the “Applicable Period”); provided, that you shall have the right, at any time on or after the second anniversary of the end of the Term, to repay 110% of the unrecouped balance (as reflected on your account statement for the accounting period immediately preceding our receipt of such notice from you) and to receive a reassignment of the then unexploited SCs as of the end of the quarter during which such repayment is received by us.

3.3.3. General Reassignment: All SCs (together with all licenses (and the right to collect then unpaid amounts in respect thereof) in respect of SCs the terms of which extend beyond the period of our administration rights in such SCs) shall be reassigned to you as of the end of the accounting period during which occurs the later of: (1) our receipt of notice confirming the fifteen year anniversary of the expiration of the Term or (2) our receipt of notice confirming the recoupment of all advances hereunder; provided, that you shall have the right, at any time on or after the fifteen year anniversary of the end of the Term, to repay 110% of the then-unrecouped balance and to receive a reassignment of such SCs as of the end of the quarter during which such repayment is received by us. The period from the date upon which a SC becomes subject to this Agreement until the date of reassignment is referred to elsewhere in this Agreement as the “Administration Period” with respect to such SC.

3.3.4. Reassignment Procedure:

(A) In each instance in which you become entitled to reassignment pursuant to the

preceding provisions of this paragraph 3.3, we shall execute and deliver an assignment of copyright to you (which shall include all licenses the terms of which continue in effect subsequent to such reassignment) within _____ days following our receipt of notice requesting such reassignment.

(B) In the event that we fail to execute and deliver such assignment within such _____-day period, you shall have the right to do so in our name and on our behalf as our attorney-in-fact, which appointment is coupled with an interest and is therefore irrevocable.

3.3.5. Post- Reassignment Collection and Print Sell-Off Periods:

(A) We shall have the right for eighteen months following reassignment of a specific SC to collect all income earned by such SC prior to reassignment but not collected prior thereto (“Collection Period”).

(B) Following reassignment, we shall have the right to sell off our ending inventory of printed editions embodying such SC in whole or in part (including copies returned to us by customers and “recycled” to the marketplace) (1) for _____ months, in the case of piano/vocal sheet music, “personality” folios, and “matching” folios, and (2) until such inventory is exhausted, in the case of mixed editions (“Sell-Off Period”).

(C) All sales during the sell-off period shall be in the ordinary course, and not at “close-out” or “distress” prices, and neither we nor our sublicensees shall duplicate excessive quantities of editions embodying SCs in whole or in part in anticipation of the end of the Term.

4. *Collection and Division of Income:*

4.1. Collection: We will be entitled to collect (and shall employ best efforts consistent with our reasonable business judgment to collect) all writer/publisher income (except the writer’s share of public performances collected by societies and any other amount normally paid directly to songwriters by a disbursing agent) generated by each SC (including pre-Term earnings on Existing Compositions not subject to collection by third parties under presently existing agreements listed on Schedule “A”).

4.2. Royalties/ Net Income Share:

4.2.1. We shall pay you songwriter royalties on your behalf with respect to monies received by us from our exploitation of SCs in accordance with the annexed Schedule “A”, all such royalties (except for royalties with respect to printed editions) to be based upon “Gross Receipts” (as defined below).

4.2.2. In addition to said songwriter royalties, we shall pay you 50% of the “Net Income” (as defined below) from SCs.

4.2.3. As used herein, “Gross Receipts” shall include the following:

(A) Except with respect to printed editions, amounts received (including advances received solely with respect to SCs) by us in the United States (or credited to our account in reduction of an advance previously received by us in the United States) in respect of the use or exploitation of SCs, including but not limited to, from licensees and performing and mechanical rights societies and received by way of damages and/or settlements in connection with lawsuits and other proceedings brought with respect to SCs, it being understood and agreed that our share of amounts collected by our foreign music publishing subpublishers (which shall be calculated by them “at the source”, i.e., as received by them from performing and mechanical rights societies and other licensees, and shall not be reduced by intermediate distribution between various units of our music publishing group) shall be deemed to be 90% of such amounts (other than the publisher’s share of public performance income and mechanical income from “local cover recordings,” as defined below) 80% of the publisher’s share of public performance income, and 80% of mechanical income from “local cover recordings” (i.e., recordings of SCs not performed and/or produced by you in whole or in part, which are recorded and released outside of the United States).

(B) With respect to printed editions manufactured and sold by us or by our subsidiaries or affiliates in the United States and/or Canada, the following percentages of the marked or suggested retail list price (“List”) on copies sold and not returned for which payment is received (“Net Paid Sales”), prorated where less than 100% of a composition is an SC and also prorated where any edition does not consist solely of SC’s (such proration to be based upon the number of copyrighted, royalty-bearing compositions included therein):

(1) 20% (but not less than 50%) in the case of piano/vocal sheet music;

(2) 12.5% in the case of conventional folios (with an extra 5% in the case of a so-called “personality” folio featuring SCs written or co-written by you together with your name and likenesses as recording artists or a “matching” folio [i.e., compositions from a specific album on which you are a featured recording artist, together with a replica of the album cover artwork therefrom]. Such royalty shall be reduced prorata in any case in

which a “personality” or “matching” folio features Writer together with another recording artist. For example: the royalty in respect of an “A, B & C” personality folio would be 1/3 of 5%, or 1.667%, while the royalty in respect of an “A,B,C& D” matching folio would be 1/4 of 5%, or 1.25%;

(3) 10% in the case of so-called “educational” editions (including, but not limited to, band and vocal group arrangements) and “fake books”.

(C) In the case of printed editions manufactured and sold by us or by our subsidiaries or affiliates outside of the United States and Canada, 12.5% of List on Net Paid Sales (subject to the prorations set forth above).

(D) 50% of all sums received from third party print licensees. In respect of copies of printed materials sold through mail order, 50% of each of the above royalties.

(E) With respect to printed materials, we represent that during the Term, no other publisher of similar stature to you shall be granted a royalty at any rate(s) higher than those prescribed above. In the event we grant to any other publisher of similar stature to you royalties and/or other forms of compensation whose combined value with respect to a specific category of printed material is in excess of that granted hereunder, we shall pay such higher royalties and/or other compensation to you on all copies of material in the same category sold subsequent to the effective date of such higher third party royalty or other compensation, except with respect to (1) pedagogical editions and/or “methods”; (2) “special arrangements”, that is, arrangements upon which an additional royalty is payable to the arranger; and (3) musical compositions written or composed for use in instrumental books or books of arrangements by individuals well known as arrangers or instrumentalists.

4.2.4. “Net Income” is hereby defined as Gross Receipts less:

(A) Your songwriter royalties as prescribed in Schedule A;

(B) Customary copyright registration fees, the costs of preparing lead sheets, and other direct, actual and reasonable out-of-pocket administration expenses (excluding general overhead);

(C) Actual and reasonable out-of-pocket third party audit and litigation collection expenses (pro rated in the event that such expenses are incurred in an action involving other compositions we control); and

(D) “Demo costs” (approved by both parties in writing) to the extent not recouped from your songwriter’s royalties.

5. *Advances:* We shall make the following nonrefundable payments (subject to any withholding which may be required by the rules and regulations of any taxing authority having jurisdiction), which shall be recoupable from your writer royalties pursuant to Schedule “A” and your publishing company’s share of Net Income hereunder:

5.1. In respect of the first Qualifying LP:

5.1.1. Upon execution of this Agreement (accompanied by completed Schedule “A” and Schedule “B”:

5.2. In the event that we exercise a Renewal Option, an amount (payable 20% upon exercise of the applicable option, and the remainder upon our receipt of notice of release of the subject optional Qualifying LP, accompanied by a commercial copy of the subject LP and a list of all SCs embodied on such LP specifying co-writers, if any, and percentages subject to this Agreement), equal to 66 2/3% of your combined writer/ publisher royalties and Net Income share hereunder from the immediately preceding Qualifying LP (“Prior LP Calculation”), as of the end of the accounting period next preceding the accounting period during which the subject Qualifying LP is released (and including a reasonable estimate of amounts then being held (net of reserves) for payment to us by your United States record company based upon such information as may be obtained by a single telephone call or letter to the record company concerned without the necessity of repeated requests or other action to obtain such information) (“Pipeline Calculation”), but not less than nor more than the following:

Qualifying LP	Minimum \$	Maximum \$
#2	_____	_____
#3	_____	_____
#4	_____	_____

5.3. (A) Notwithstanding the foregoing, the advances prescribed above with respect to a specific Qualifying LP, as applicable, are based upon the assumptions (1) that at least 90% of the compositions contained thereon (in its CD and cassette configurations and in any other phonorecord medium which may come into general use subsequent to the date of this agreement) are SCs (including partial SCs counted fractionally but excluding Reduced Share SCs) and (2) that we are entitled to collect at least 90% of the mechanical royalties which would be payable with respect to such Qualifying LP, as applicable, if 100% of the compositions contained on such LP (in its CD and cassette configurations and in any other phonorecord medium which may come into general use subsequent to the date of this agreement) were SCs. If (and to the extent that) either assumption is incorrect with respect to a specific Qualifying LP as applicable, the advances otherwise applicable thereto shall be reduced prorata and in the event that such advance is paid and it is later determined that either assumption is incorrect such reduction shall be applied to future advances unless such advance was the final advance paid hereunder in which case such reduction shall be deemed an overpayment to you and we shall be entitled to demand an immediate repayment of such amount(s) to us and, in the event (and the extent) that you fail to make such reimbursement to reimburse ourselves to the extent of such overpayment from any and all monies (including your writer/publisher monies earned hereunder).

(B) After Delivery to us of a Qualifying LP you shall have the right (by notice to us no later than 30 days after the initial U.S. release of such LP) to request a recalculation of the advance due in respect of such Qualifying LP (based upon an increase in SCs or income therefrom pursuant to the above assumptions and calculations). In the event you fail to so notify us, we shall not be required to make a recalculation of Qualifying LP advance.

5.4. In the event that you request an advance ("Extra-contractual Advance") at a time when such advance is not due hereunder, such Extra-contractual Advance shall constitute a pre-payment (in whole or in part, as applicable) of the next advance(s) becoming due and payable hereunder.

6. *Accounting and Payment:*

6.1. We will account to you (and make payment where appropriate) within _____ days following the end of each semi-annual calendar period. However, if the amount due for a specific statement is less than \$_____, payment (but not the statement) may be deferred until the aggregate amount due to you exceeds \$_____. We shall use the exchange rates used by third parties in accounting to us by us in accountings hereunder.

6.2. We will only be required to account and pay with respect to amounts actually received by us in the U.S. (or credited to our account in reduction of a previous advance received by us in the U.S.); provided, that amounts collected by our foreign music publishing subsidiaries shall (subject to the "blocked currency" provisions set forth below) be deemed to have been reported by them to us no later than the end of the semi-annual accounting period next following the semi-annual period during which such amounts are actually collected by such subsidiaries.

6.3. *Audit and Suit:*

6.3.1. You (or a certified public accountant or attorney on your behalf) shall have the right to audit our books and records as to each statement for a period of _____ years after such statement is received (or deemed received as provided below). Legal action with respect to a specific accounting statement or the accounting period to which such statement relates shall be barred if not commenced in a court of competent jurisdiction within _____ years after such statement is received (or deemed received as provided below).

6.3.2. For the purposes of calculating such time periods, you shall be deemed to have received a statement when due unless we receive notice of nonreceipt from you (in the manner prescribed in paragraph 9, below) within _____ days thereafter. However, your failure to give such notice shall not affect your right to receive such statement (and, if applicable, your royalty and/or net income payment) after such _____-day period.

6.4. In "blocked currency" situations, we shall not be required to pay you until the blockage shall have been removed, but if requested to do so, we shall deposit blocked currency royalties in the local currency in a depository of our choice.

6.5. All payments hereunder shall be subject to all applicable taxation statutes, regulations and treaties.

7. *Warranties and Representations:*

7.1. By your signature below, and in each instance in which SCs are delivered to us, you warrant and represent (1) that you have the right to do so, (2) that such SC does not infringe any third party's rights or violate any applicable criminal statute, including but not limited to such third party's copyright, trademark, service mark, or right of privacy or publicity, (3) that the SC is not defamatory and (4) that you and your music publishing designee are and

will remain affiliated with ASCAP, BMI or another recognized performing rights society (and in the event of your failure to so affiliate and for the purpose of preventing loss of income due to such failure, we shall be entitled to claim 100% of the publisher's share with the performing rights society and account to you for income derived therefrom per paragraph 4.2.2. until such time as you formally affiliate and notify us of such affiliation). In each instance in which we provide you with a document which is necessary to vest our rights and/or interests in the SCs, you shall execute and return such document to us within ten (10) business days following your receipt of same. In the event that you fail to do so, in addition to any other rights and/or remedies available to us hereunder, we shall be entitled to execute such document in your name and on your behalf as your attorney-in-fact (which appointment is coupled with an interest and is therefore irrevocable).

7.2. Additional Warranties and Representations:

7.2.1. Except as set forth in the annexed Schedule "B," neither you nor your music publishing designee, nor anyone acting on your and/or your music publishing designee's behalf or deriving rights from or through you or your music publishing designee (A) has received or will receive an advance, loan or other payment from a performing rights society, record company or other third party which is or may be recoupable from (or otherwise subject to offset against) monies which would otherwise be collectible by us hereunder, (B) is presently subject to any so-called "controlled compositions" clause under a recording agreement or (C) is presently subject to any provision of a recording agreement which would allow a record company to charge any amount against mechanical royalties.

(A) Notwithstanding the foregoing, we shall comply with the licensing requirements of the "controlled compositions" clause of any recording agreement into which you (or an entity furnishing your services) may enter subsequent to the date of this Agreement, and your and/or such entity's acceptance of such clause shall not constitute a breach of this Agreement, provided:

(1) for "top-line" LPs the applicable mechanical rate in the United States is not less than 3/4ths of the statutory compulsory mechanical license rate in effect on the date of initial recording of the first record embodying a specific SC, and the rate in Canada is 3/4 of the full rate in effect on the date of delivery of masters to your record company in the U.S.;

(2) the per-record maximums are not less than 10 times such rate in the case of full-length records (LPs, cassettes, CDs) (with your best efforts to secure in such recording agreement payment on 50% of LP-length "free goods"), 3 times such rate in the case of 12" singles, and 2 times such rate in the case of 7" singles or cassette singles; and

(3) no advances or other charges under the recording agreement are recoupable from, or capable of being offset against, mechanical royalties in respect of SCs (with the exception of budget overruns, and union late-payment penalties).

(B) (and to the extent that) one or more of the standards set forth above is not met, and/or in the event of any recoupment and/or offset pursuant to subsection 7.2.1.(A)(3), above, we shall nonetheless calculate our share of income as though such standards had been met and no such recoupment or offset had occurred.

7.2.2. Notwithstanding the foregoing, in the event that any record company to whom you (or an entity furnishing your services) are or may hereafter be under contract charges any advance(s) or other amount(s) against mechanical royalties earned by the SCs from recordings made under such recording agreement or reduces the amount of mechanical royalties otherwise due to you because the mechanical royalties payable with respect to "outside material" embodied in your recordings causes aggregate mechanical royalties to exceed the per-record maximum rate(s) prescribed in the controlled compositions clause of your recording agreement, then, in addition to any other rights and remedies available to us, we shall be entitled to (A) send a letter of direction in your name advising your record company of the terms of this paragraph 7 and instructing such record company (upon recoupment from record and/or video royalties of any portion(s) of the advance(s) or other amount(s) so charged) to re-credit us directly to the same extent (not to exceed the total amount originally recouped from or charged against mechanical royalties) and (B) reimburse ourselves from any and all monies (including your writer/ publisher royalties) earned hereunder, for any amount charged against mechanical royalties, except to the extent later recovered through the re-crediting process.

7.2.3. In the event of a breach of this paragraph 7.2, we shall (in addition to any other remedies available to us) be entitled to reimburse ourselves from monies otherwise becoming due to you or your music publishing designee hereunder to the extent that monies are not collectible by us by reason thereof.

8. *Indemnities; Cure of Breaches:*

8.1. Indemnity:

8.1.1. Each party will indemnify the other against any loss or damage (including court costs and reasonable attorneys' fees) due to a breach of this agreement by that party which results in a judgment against the other party or which is settled with the other party's prior written consent (not to be unreasonably withheld). In addition, your indemnity shall extend to the "deductible" under our errors-and-omissions policy without regard to judgment or settlement.

8.1.2. You shall give us prompt notice of any third party claim which you receive in respect of any SC and we shall make a good faith effort to consult with you prior to responding to such claim.

8.1.3. Each party is entitled to be notified of any action against the other brought with respect to any SC, and to participate in the defense thereof. However, if you wish to participate in the defense by counsel other than our errors and omissions counsel, such participation shall be at your sole cost and expense. Furthermore, in respect of any action alleging that any SC infringes a third party's rights or violates any applicable criminal statute, including but not limited to such third party's copyright, trademark, service mark, or right of privacy or publicity, we shall at all times have the right to tender the defense thereof to you (i.e., require you to assume the obligation of defense).

8.1.4. If a claim is made against us and/or with respect to any SC, we may withhold a reasonable amount (i.e., an amount related to the scope of the claim and potential liability including anticipated attorney's fees and litigation costs) from monies due or to become due to you, but if requested to do so by notice in the manner prescribed in paragraph 9, below, we will notify you of the amount on legal hold and we will refund it (together with interest on the amount released at the regular savings and loan passbook interest rate prevailing at our principal bank from time to time during the period of withholding) if (and to the extent that) suit is not brought with respect to that sum within _____ years thereafter, and we won't withhold if you provide us with a satisfactory commercial surety bond.

8.2. Cure of Breaches: Neither party will be deemed in breach unless the other party gives notice and the notified party fails to cure within _____ days after receiving notice (_____ days in the case of payment of monies); provided, that if the alleged breach is of such a nature that it cannot be completely cured within 30 days, the notified party will not be deemed to be in breach if the notified party commences the curing of the alleged breach within such 30-day period and proceeds to complete the curing thereof with due diligence within a reasonable time thereafter. However, either party shall have the right to seek injunctive relief to prevent a threatened breach of this agreement by the other party. All payments required to be made by us hereunder shall be subject to any rights and/or remedies which may otherwise be available to us in the event of a breach of this agreement on your part not cured in the manner prescribed above.

8.3. Waiver: The waiver of the applicability of any provision of this Agreement or of any default hereunder in a specific instance shall not affect the waiving party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

9. *Notices and Statements Consents:*

9.1. Notices shall be sent by certified (return receipt requested), registered mail, Federal Express or Airborne Express to you and to us at the following addresses, or to such other addresses as the parties may designate from time to time by notice in like manner:

To You:

To Us:

9.2. A courtesy copy of each notice to you shall be sent by ordinary mail or fax to:

9.3. Statements (and payments, if applicable) shall be sent by ordinary mail to you at the address in paragraph 9.1., above.

9.4. Approval/ Consent:

9.4.1. Where the consent or approval of a party is required, it shall not be unreasonably withheld (unless expressly provided otherwise herein) and shall be deemed to have been given unless the party whose consent or approval has been requested delivers notice of nonconsent or disapproval to the other party within _____ days after receipt of notice requesting such consent or disapproval.

9.4.2. Notwithstanding the foregoing, with respect to the synchronization of any SC in a film or

television program, or the dramatization of any SC, consent or approval shall be deemed to have been given unless we are notified of disapproval by fax within _____ (_____) business days following your receipt of faxed notice requesting such consent or approval (such notices to be given to the parties at their respective fax numbers set forth in paragraph 9. 1.).

10. *Law and Forum:*

10.1. This Agreement has been entered into in, and is to be interpreted in accordance with the laws of, the State of _____. All actions or proceedings seeking the interpretation and/or enforcement of this Agreement shall be brought only in the State or Federal Courts located in _____ County, all parties hereby submitting themselves to the jurisdiction of such courts for such purpose.

10.2. Service of Process:

10.2.1. Service of process in any action between the parties may be made by registered or certified mail addressed to the parties' then current addresses for notice as prescribed in paragraph 9, above.

10.2.2. Service shall become effective _____ days following the date of receipt by the party served (unless delivery is refused, in which event service shall become effective _____ days following the date of such refusal).

Very truly yours,

By: _____

AGREED AND ACCEPTED: _____

Schedule “A”: Writer Royalties

1. U.S. and Canada Print (all on net paid sales):

Piano/vocal sheet: _____ cents

Folios (other than “fake books” or “educational editions”): 12.5% of wholesale (prorated in the case of “mixed” folios to reflect number of royalty-bearing compositions);

“*Fake books*,” “educational editions” and other editions not expressly provided for above: 10% of wholesale (subject to the same pro-ration);

“*Personality*” folios (featuring Writer’s name and likeness as a featured recording artist) or “matching” folios (featuring album-cover artwork and songs from specific album featuring Writer): an additional 5% of wholesale.

2. Mechanical Royalties: 50% of Gross Receipts

3. Performance Royalties: if collected directly by us and not through a society: 50% of Gross Receipts

4. Foreign Income: 50% of Gross Receipts

5. **Other Income:** 50% of Gross Receipts; provided, that Writer shall not be entitled to receive any portion of any amount received by us from a source which pays Writer an equivalent amount directly (including but not limited to distributions from a performing rights society and direct payments of portions of any blank tape tax or charge which may be enacted by Congress if writers and publishers are paid separately).

6. **Demo Costs:** To the extent approved by both parties in writing in advance, we shall pay for the cost of making demonstration records of the SCs. One-half (1/2) of a pro rata share corresponding to Writer’s percentage of the SCs of such total costs shall be deemed additional advances to Writer hereunder.

The above royalties to be prorated where only part of a composition is subject to this agreement.

Announcement to Performing Rights Society of Co-Publishing Agreement

Date:

To: [Performing Rights Society]

Gentlemen:

You are hereby authorized and directed to pay to our administrator, _____ (“Administrator”), at _____, and we hereby assign to Administrator, all monies payable from and after the date hereof (regardless of when earned) as the publisher’s share of performance royalties with respect to the compositions described in the Schedule below:

Copies of all statements shall be sent to Administrator and to us.

The foregoing authorization and direction shall remain in full force and effect until modified or terminated by the undersigned.

Very truly yours,

Assignment

ASSIGNOR(S):

ASSIGNEE(S):

PORTION CONVEYED: AN UNDIVIDED 50% INTEREST

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns, transfers, sets over and conveys to ASSIGNEE that portion set forth above of all right, title and interest in and to the musical composition(s) listed on the annexed Schedule, including the copyrights and proprietary rights therein and in any and all versions of said musical composition(s), and any renewals and extensions thereof (whether presently available or subsequently available as the result of intervening legislation) in the United States of America and elsewhere throughout the world, and further including any and all causes of action for infringement of the same, past, present and future, and all proceeds from the foregoing accrued and unpaid and hereafter accruing, together with the right to administer 100% of Assignor's interest in said musical compositions in pursuant to the terms and conditions of the Co-Publishing Agreement of even date herewith between ASSIGNOR and ASSIGNEE.

IN WITNESS WHEREOF, the undersigned has executed the foregoing Assignment as of this _____ day of

_____.

General Announcement of Co-Publishing Agreement

Dated: As of _____

TO WHOM IT MAY CONCERN:

This is to advise that we have entered into a co-publishing agreement dated as of _____ with ("Administrator") for the co-ownership and exclusive worldwide administration of the musical composition(s) listed on the annexed Schedule.

You are hereby authorized and directed to address all correspondence, inquiries, royalty statements and royalty payments (regardless of when earned) to Administrator at the following address or otherwise as it directs you in writing:

Any such payments made by you pursuant to this authorization shall discharge you of any obligation to make any such payments to the undersigned.

The foregoing authorization shall remain in full force and effect until modified or terminated by both the undersigned and Administrator.

Very truly yours,

Synchronization and U.S. Theatrical Performing Rights License

IN CONSIDERATION of and conditioned upon the payment of the sum of _____ Dollars (\$_____) as a recording right license fee being paid to the undersigned upon execution and delivery hereof, the undersigned (“Licensor”) hereby gives to _____ (“Licensee”) the non(c)exclusive, irrevocable limited right, license, privilege and authority to record, in any manner, medium or form, in any country covered by this license, the musical composition hereinafter specified, and to make copies of such recordings and to import such copies into any country covered by this license, upon and subject to the terms, conditions, limitations, restrictions and reservations hereinafter contained.

1. The musical composition covered by this recording right license is _____ by _____.
2. Said musical composition may only be recorded in the motion picture entitled _____.
3. The type of use to be made of said musical composition for such recording is limited to _____.
4. The amount of such uses to be made for such recording is limited to _____.
5. The territory covered by this recording right license is _____.
6. In consideration of the additional sum of _____ (\$_____) as a performing license fee being paid to the undersigned upon the execution and delivery hereof, the Licensor, hereby gives to the Licensee the non(c)exclusive, irrevocable, limited right, license, privilege and authority to publicly perform and to authorize others to publicly perform, as hereinafter specifically provided, said musical composition as recorded in said motion picture, and in radio, screen and and television trailers for the advertising and promotion of said motion picture, pursuant to the foregoing recording right license, in only the territory covered by this performing right license, upon and subject to the terms, conditions, limitations, restrictions and reservations hereinafter contained.
7. The right to publicly perform said recording of said musical composition pursuant to this performing right license shall be limited and confined to:
 - (a) The public performance thereof in the exhibition of said motion picture to audiences in motion picture theatres and other places of public entertainment where motion pictures are customarily exhibited, including by means of the televising of said motion picture direct to audiences in such motion picture theatres and other places of public entertainment where motion pictures are customarily exhibited.
 - (b) The public performance thereof in the exhibition of said motion picture by means of television (other than as provided in subdivision (a) hereof) upon the express condition, but not otherwise, that at the time of each such performance thereof shall the theretofore have obtained a valid license, separate and apart from this license, to so perform the same in the exhibition of said motion picture from the Licensor or from ASCAP, BMI, or from any other society, association, agency or entity having the lawful right to issue such license for and on behalf of the Licensor and to collect the license fee for such performance thereof.
8. The territory covered by this performing right license is the United States, its territories and possessions.
9. The term of this performing right license is for the worldwide period of all copyright in and to the musical composition, and any and all renewals or extensions thereof, that Licensor may now own or control or hereafter own or control.
10. The right to publicly perform said recording of said musical composition for every use and purpose and by every method and means whatsoever in the exhibition of said motion picture outside of the territory shall be subject to the obtaining separate licenses therefor from the performing right societies having the lawful right to issue such licenses and to collect the license fees for such performance thereof.
11. This license in its entirety (both recording and performing right) shall terminate thirty (30) days after the date of the first public exhibition of said motion picture at which admission is charged (other than so-called “sneak” previews) unless prior to the expiration of such thirty (30) day period the Licensee shall have furnished to the Licensee a full and complete cue sheet of said motion picture.
12. This license in its entirety (both recording and performing right) shall terminate, if prior to any public performance of said recording of said musical composition in the exhibition of said motion picture (a) the recording right license fee payable hereunder shall not have been paid to the Licensor and (b) the performing right license fee payable hereunder shall not have been paid to the Licensor.
13. Neither license hereunder authorizes or permits (a) any change to be made in the lyrics or in the fundamental character of the music of said musical composition, (b) the use of the title of said musical composition or any simula-

tion thereof as the title of said motion picture, or (c) the use of the story of said musical composition as any part of the story of said motion picture.

14. The Licensor makes no warranty or representation, express or implied, except that the Licensor warrants that it has the right to grant such recording right and performing right licenses subject to the terms, conditions, limitations, restrictions and reservations therein contained, such licenses being granted without recourse for any other cause or in any other event whatsoever; the total liability of the Licensor under each such license being limited in any event to that part of the consideration paid hereunder by the Licensee to the Licensor for such license in respect to which such breach of warranty may relate.

15. The Licensor reserves to itself all rights and uses of every kind and nature whatsoever in and to said musical composition other than such limited right of recording and performance specifically licensed hereunder, whether now or hereafter known or in existence, including the sole right to exercise and to authorize others to exercise the same at any and all times and places and without limitation.

Date: _____

Tour Agreement

Date:

The following will confirm the agreement (“Agreement”) between _____ (“Company”) and _____ (“Artist”) in Connection with the _____ (“Tour”).

Company and Artist hereby agree to the following:

I. *Services.*

(a) Artist will furnish his/her services in accordance with the terms and conditions of this Agreement.

(b) Artist will complete all of Artist’s live musical performances (“Artist’s Performances”) in accordance with the Tour’s projected schedule attached hereto, at the venue(s) described therein. The Tour schedule is subject to change by Tour in its sole discretion. Notwithstanding any such change in the Tour schedule, Artist agrees that Artist will perform at any Tour dates scheduled within the period covered by the projected Tour schedule.

(c) Artist will perform at each concert in the order of appearance set forth in the attached Exhibit “A.”

(d) Artist acknowledges that the Tour is unique and that all scheduled performance times (“Scheduled Performance Times”) set by Company are of the essence to the Agreement and are not negotiable. Artist’s lack of availability to perform at Artist’s Scheduled Performance Time(s) is hereby deemed a material breach of this Agreement. Artist will cause Artist to commence and complete Artist’s Performances in accordance with the Scheduled Performance Times. Artist will perform for the length of time, inclusive of encore(s), if any, indicated on Exhibit “A” (collectively, Performance Length”), or for a lesser time (as determined by Company in its sole discretion) if Artist fails to commence performing in accordance with the Scheduled Performance Times.

(e) Artist will provide, at its sole cost, an adequate number of trained crew members in order to enable Artist to fulfill Artist’s relevant obligations contained herein in a timely manner, as required by Company. The foregoing will include, without limitation, the loading and unloading of Artist’s equipment from trucks and the timely set-up and breakdown of Artist’s equipment. Artist will provide Company with the number and names of performer(s) and crew members traveling with Artist. Artist will cause the crew members to arrive at each venue not later than the time the doors are scheduled to open for each concert. If Artist breaches any of the provisions of this paragraph 1 (e), then Company will have the right to hire additional crew members as it deems necessary and to deduct the cost from the Compensation (hereinafter defined) and all other monies, if any, payable to Artist hereunder. Company will have no liability for loss of, or damage to, any equipment during the Tour. Artist agrees to maintain its own so-called “all-risk” insurance on its equipment for the duration of the Tour.

(f) Artist will arrive in the back stage area of each venue not less than one (1) hour prior to Artist’s Scheduled Performance Time. If Artist fails to arrive within thirty (30) minutes prior to each of Artist’s Scheduled Performance Times, the Company will have the right, in its sole discretion: (i) to cancel Artist’s performance without obligation to pay Artist for the canceled performance; (ii) to require Artist to perform a reduced Performance Length, as required by Company, (iii) to reduce the Compensation payable to Artist in an amount proportionate to the reduced Performance Length; and/or (iv) to require Artist to assume all overtime costs incurred as a result of Artist’s late commencement of Artist’s performance. Such costs may be withheld by Company from the Compensation and all other monies, if any, otherwise payable to Artist hereunder.

(g) Artist agrees that Artist’s live musical performance services hereunder will be rendered exclusively for Company during the Tour. Accordingly, Artist will not render any live musical performance services during the Tour to any party other than the Company.

(h) Artist will cause Artist’s employees, representatives or agents (jointly and severally, “Artist’s Employees”) to comply with all applicable sound, curfew and safety regulations. Without limiting the generality of the foregoing, Artist will prevent and prohibit Artist’s Employees from carrying or maintaining any guns, knives or other weapons during the Tour.

(i) Artist and Artist’s Employees will neither negligently nor intentionally cause any loss, damage or injury to any persons or property during the Tour including, without limitation, any loss or damage to the venue, dressing rooms and property contained therein, the stage and any equipment. Without limiting the generality of the foregoing, Artist will prevent and prohibit Artist from inducing, encouraging or otherwise causing patrons to leave seating areas, to rush the stage or related areas or to engage in any conduct which creates or is likely to create a risk to persons or property. Artist will be solely responsible for any do or injuries which occur in connection with any of the foregoing

actions by Artist or Artist's Employees.

2. *Compensation*

(a) In full and complete consideration of all of Artist's services hereunder and the rights granted to Company herein, Company will pay Artist the fee set forth in Exhibit "B" attached hereto ("Compensation").

(b) Compensation will be payable upon satisfactory completion of Artist's services required in connection with the Tour as follows:

(c) Compensation specifically includes the prepayment of any compensation, including wages and benefits, that may be required by any applicable unions or guilds. Accordingly, Artist will be solely responsible for remitting any such compensation to any applicable unions or guilds. Artist will complete any documentation required by any such union or guild in order to effectuate the terms of the foregoing sentence. Without limiting the generality of the foregoing, Artist will complete and forward to Company a W-9 form at least one (1) week prior to Artist's first performance on the Tour. Artist will be solely responsible for the deduction or withholding of payments for income or other taxes payable by or assessable against Artist's Employees.

3. *Rights.*

(a) Artist hereby grants to Tour and Company's designees the right to use the name, logo(s), voice, biography and likeness of Artist (and any member thereof) in connection with the promotion and advertising of the Tour. It is understood that Company (and/or its designees) has the right to photograph, record, film and videotape Artist's Performances and appearances on the Tour, descriptions and accounts thereof, and events offstage or that otherwise occur during the Tour which may include Artist (collectively, "Material"), for archival use, and for advertising and promotion of the Tour and subsequent tours.

(b) Notwithstanding anything to the contrary contained herein, Artist acknowledges and agrees that prior to, during, and after the Tour, Company (and/or Company's designees) may, but will not be obligated to, broadcast or otherwise disseminate information and Material concerning the Tour by means of all forms of radio, television, "online" services, and/or on the Internet (including, but not limited to, on a Tour Web site), or other media (collectively, "Media").

(c) Notwithstanding anything the contrary contained herein, Artist hereby grants to Company and Company's designees the exclusive right to cybercast any of Artist's Performances live on the Internet and to subsequently archive such live cybercast(s) for access on a Tour Web site. Artist acknowledges that such live cybercasts may have one (1) or more sponsors and that such sponsorship may be indicated in a variety of ways within a cybercast or during the transitions between cybercasts. In addition, Company may exhibit, upload, display and/or perform on a Tour Web site, audiovisual clips of Artist, performing or otherwise, recorded in connection with the Tour.

(d) All billing will be determined by Company.

(e) Artist acknowledges that the name and logo(s) of Tour (collectively, "Marks") are trademarks and service marks which are owned by Company or one or more of its principals. Artist recognizes the validity of the Marks and the ownership by Company or one or more of its principals of all rights therein and thereto. Artist will not take any action which would prejudice or harm such validity and ownership. Artist will not act in any manner which would reasonably be expected to impair or reduce the value of the Marks. Nothing in this Agreement is intended to, nor will it be construed to grant Artist the right to use the Marks. Without limiting the generality of the foregoing, Artist will not authorize or permit any person or business entity to sell or distribute any merchandise or other material during the Tour, or at any other time, which is, or may be confusingly similar to, imitative of, or which satirizes or ridicules the Marks in any way.

(f) Artist acknowledges that the Tour may have one (1) or more sponsors and that such sponsorships may be indicated in a variety of ways on the Tour and in connection with the advertising and promotion of the Tour. Company will not authorize any sponsor to utilize Artist's name, likeness or biographical material in connection with any such sponsorship activities, unless Artist expressly agree to such use(s).

4. *Merchandising*

(a) Artist hereby grants to Company and Company's designees the sole and exclusive right to incorporate the

name(s), logo(s), and/or likeness(es) of Artist on merchandise in connection with the Tour which also embodies the Marks and/or the name(s), logo(s) and/or likeness(es) of at least three (3) other artists performing on the Tour (“Tour Merchandise”). Tour Merchandise may be sold at all Tour concerts, through any so-called “online” computer services, and at retail stores. The foregoing rights are granted to Company, throughout to world, commencing from the date hereof, continuing through the duration of the Tour, and for such period thereafter as is required to sell any remaining inventory. Notwithstanding the foregoing, Company is under no obligation to include Artists name(s), logo(s) and/or likeness(es) on any Tour Merchandise.

(b) If Artist is subject to, or otherwise under contract to a merchandise company or to any other party having control over the use of the name(s), logo(s) and/or likeness(es) of Artist, then Artist warrants and represents that it has obtained a written release from any such merchandise company or party granting Company the right to exploit the merchandise rights granted to Company herein. Artist will furnish Company with a copy of such release, upon Company’s request.

(c) (1) If Company elects to include Artists name(s), logo(s) and/or likeness(es) on Tour Merchandise, then Artist will receive Second Stage Artist’s Participation Share (as defined below) of Second Stage Artist Pool Net Proceeds (as defined below) from the sale of Tour Merchandise.

(2) For purposes of this paragraph 4(c), the following terms will have the following meanings:

(A) “Second Stage Artist Pool Net Proceeds” will mean five percent (5%) of the following amount: gross sales by Company’s merchandise companies of Tour Merchandise, less: (i) security costs (including, without limitation, local and Tour security, radio rentals, and the cost of legal fees and injunctions with respect to unauthorized merchandise); (ii) sales tax; (iii) import duties; (iv) artwork origination fees, if any; (v) online service fees, if any; (vi) manufacturing, shipping and storage costs charged to, paid by, or incurred by Company; and (vii) any other costs charged to, paid by or incurred by Company in connection with Tour Merchandise or deducted by Company’s merchandise companies in connection with Tour Merchandise.

(B) “Second Stage Artists Participation Share” will be a fraction, the numerator of which is one (1) and the denominator of which is the total number of second stage artists (including Artist) whose name(s), logo(s) and/or likeness(es) appear on Tour Merchandise.

(d) Solely with respect to Tour concerts at which Artist performs, Artist may, at its sole expense, sell those items of merchandise which exclusively feature the name(s), logo(s) or likeness(es) of Artist (“Artist Merchandise”) as Company determines, in its sole reasonable discretion; provided, however, that such Artist Merchandise will not include the Marks and that the selling price of the Artist Merchandise will not be less than the selling price of the corresponding items of Tour merchandise. Company will use reasonable efforts to allow Company to sell two (2) different items of Artist Merchandise. Company, in its sole discretion, but in consultation with Artist, will designate the site for Artist’s sales of Artist Merchandise. Artist will be responsible for any loss or damage of Artist Merchandise offered for sale and/or sold on behalf of Artist. Artist will be responsible for all venue fees and charges incurred in connection with Artist’s sales of Artist Merchandise and all federal, state, and local tax obligations and other applicable laws, rules and regulations in connection with such sales.

(e) For the avoidance of doubt, Artist will not be entitled to any proceeds from the sale of any merchandise which does not embody Artist’s name(s), logo(s) and/or likeness(es).

5. *Tickets*

(a) For those shows listed on the Attached Exhibit “A” where there is a lawn seating, Company will provide Artist with _____ so-called “lawn seat” tickets. The foregoing tickets will be distributed from the venue box office only. Any requests for tickets in addition to the foregoing, if available, will be deemed sold at the “day of performance” ticket price. All such requests must be received in writing by the Tour Director by 11:00 a.m. on the day of the performance (or the day prior to the performance in Southern California or the New York metropolitan area). Any tickets held C.O.D. (cash on delivery) by Artist will be deemed sold if not released at least seventy two (72) hours prior to the start of the applicable performance.

(b) Company will provide “all access” laminated passes to Artist, Artist’s personal manager, and Artist’s other employees who require such passes in order to fulfill their legitimate duties as determined by Company. All other pass requests will be fulfilled, if at all, at Company’s sole discretion. Artist will distribute passes to intended recipients only. Any sale of the aforementioned tickets or passes by Artist or Artist’s employees will cause Artist to lose its privilege to make further requests for the remainder of the Tour.

6. *Transportation and Lodging.* As between Artist and Company, Artist will solely be responsible for Artist’s

Employees' transportation and lodging, as well as transportation of Artist's equipment.

7. *Production.* Company will provide such production as Company, in its sole discretion, deems appropriate. Any additional production desired by Company will be subject to Company's sole discretion and will be at Company's sole expense. Artist will not use special effects or pyrotechnics in connection with Artist's Performances. Company will be solely responsible for any loss or damage to equipment owned or controlled by Company and/or Artist. Artist will be responsible for any loss or damage to equipment owned or controlled by Company resulting from the negligent or intentional acts or omissions of Artist or Artist's Employees.

8. *Catering.* On the date of each Tour concert in connection with Artists Performances, Company will provide festival-style catering for Artist's Employees.

9. *Force Majeure.*

(a) Neither party hereto will be deemed in default of its obligations hereunder if performance thereof is delayed or becomes impossible or impractical by reason of any cause beyond such party's reasonable control including, without limitation, war, fire, earthquake, strike, accident, act of God, civil unrest, epidemic, or act or order of any governmental authority (collectively, "Force Majeure"). In addition, if two (2) or more first stage artists do not perform at any Tour concert for which such artists were scheduled to perform, then a Force Majeure event will automatically be deemed to have occurred. If a Force Majeure event occurs, Company will have the right to require the return of all monies previously paid by Company to Artist with respect to each of Artists Performances affected.

(b) In the event of a Force Majeure, Company will have the right, with respect to all affected Tour concerts, to (i) cancel the Tour concert; (ii) cancel Artist's performance at the Tour concert or (iii) to require Artist to change Artists performance position or Performance Length, as required by Company.

10. *Insurance.* Artist will obtain, at its sole cost the following insurance which will remain in full force and effect throughout the Tour:

(a) Worker's compensation insurance in accordance with the requirements of any applicable state or foreign laws;

(b) Comprehensive general liability insurance containing limits of not less than One Million Dollars (\$1,000,000) in the aggregate per event or not less than One Million Dollars (\$1,000,000) per occurrence and not less than Three Million Dollars (\$3,000,000) in the aggregate, for bodily and property damage. The insurance policy will name the following parties as additional insureds:

(c) All risk property insurance providing coverage for the value of the equipment owned or controlled by Artist or Artist during the Tour.

Artist will provide Company with certificates of insurance evidencing the coverage described above not later than twenty one (21) days prior to the commencement of Artist's Performances. Company's failure to request review or object to the terms of such certificates will not be deemed a waiver of Artists obligations with respect thereto such certificates will not be deemed a waiver of Artist's obligations with respect thereto or Company's rights here in. It is understood that Company will neither be responsible for providing insurance to artists performing at the Tour, including, but not limited to, Artist and/or Artist's equipment, nor will Company be responsible for any liability for loss or damage to Artist or Artist due to events such as Force Majeure or promoter cancellation.

If the Tour, or any part thereof is canceled in whole or in part due to the illness of or accident to Artist or any member thereof, then Company's insurance policy may require that Artist or any member thereof to submit to a medical examination as a condition precedent to the Company receiving compensation from its policy. In such event, Artist agrees to comply with the terms of Company's policy including any requirement that Artist or the members thereof submit to a medical examination. Any such examination will, at all times, be reasonable, in good faith and will be at no cost to Artist.

Each party acknowledges the risk that the Tour or any part thereof may be canceled due to a Force Majeure event. Accordingly, each party will be solely responsible for determining whether to obtain so-called "cancellation" insurance. In such event, the party obtaining such insurance will pay all costs in connection therewith and will retain all proceeds resulting therefrom.

Artist hereby agrees to provide proof of worker's compensation and liability insurance to Company

11. *Visas.* Artist warrants and represents that Artist and Artist's Employees have neither violated, nor will violate, at any time during the Tour, any law, rule, requirement or regulation of any governmental authority having jurisdiction over the entry of, and departure of, such parties into, and from, the country, state or province of each Tour concert and the rendering of services by such parties therein. Artist warrants and represents that such parties will secure, in a timely manner and at no cost to Company, all work visas or similar documents required by any such authority in connection therewith. If, for any reason, Artist fails to comply with the provisions of this paragraph 11, then Artist will promptly notify Company thereof in accordance with the terms hereof; provided, however, that such notification will not be deemed a waiver of Tour's rights hereunder.

12. *Indemnification.* Artist will indemnify and hold harmless Company, as well as its respective agents, principals, employees, officers and directors, from and against any damage or expense (including, without limitation, reasonable attorneys' fees) incurred by or threatened against Company or any of the foregoing in connection with, or as a result of, any claim for personal injury or property damage or otherwise brought by, or on behalf of, any person or business entity as a result of, or in connection with (i) the negligent or intentional acts or omissions of Artist or Artist's Employees; or (ii) any breach or alleged breach of any warranty, covenant or representation made by Artist or Artist herein.

13. *Breach.*

(a) In the event of a material breach of this Agreement by Artist, Company will have the right to: (i) terminate this Agreement or any part hereof, (ii) require Artist to return to Company any monies received by Artist for Artist's Performances not yet performed; and/or (iii) deduct from any Compensation owed to Artist those monies related to the liability assumed by Artist pursuant to this Agreement which includes, without limitation, the following provisions: performance time, additional crew and overtime costs, reduced Artist Performance Length, violation of sound and curfew regulations, and damage or loss to persons or property.

(b) The remedies provided for in this Agreement are cumulative. Accordingly, the exercise of any one remedy will not preclude Company from exercising any other remedy(ies), including, without limitation, any rights and remedies available to Company at law or in equity, all of which are expressly reserved.

(c) No failure by Company to perform any of its material obligations hereunder will be deemed a material breach of this Agreement unless Artist has given Company written notice thereof and such breach is not cured within ten (10) days after Company's receipt of such notice.

14. *Independent Contractor.* The relationship of Artist to Company is that of an independent contractor. Accordingly, nothing contained herein will be deemed to constitute a partnership or joint venture by the parties hereto, or constitute either Party the employer, employee, principal or agent of the other. Nothing contained herein will be deemed to make one party liable in whole or in part for any obligations assumed, or duties owed, by the other party, or for any liability incurred by, or occasioned by, the acts or omissions of the other party.

15. *Choice of Law and Venue.* This Agreement is entered into in the State of _____ and will be construed in accordance with the laws of the State of _____ applicable to agreements entered into and wholly to be performed therein. All disputes arising hereunder, wherever derived, will be resolved by a court of competent jurisdiction in _____ County in the State of _____. In the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and such service will be equivalent to personal service of and will confer personal jurisdiction on the aforementioned courts, and will be effective upon the carrier of the recipients mail receipt date or ten (10) days after the mail of such process; provided, however, that a duplicate of such process will have been mailed to the other party by ordinary mail at the same time as the certified mailing.

16. *Publicity.* Artist will neither issue nor authorize and will prohibit Artist's Employees from issuing or authorizing, the publication of any news stories, publicity, public statements or comments in any manner or media which are derogatory, defamatory or otherwise ridicule the Tour, Company or any of its principals; and Artist will prohibit Artist's Employees from doing so.

17. *Confidentiality.* Artist acknowledges that the terms and conditions of this Agreement constitute information which is proprietary and confidential to the parties and, if revealed to third parties, may cause irreparable damage or injury to Company. Accordingly, Artist represents and warrants that it will neither authorize nor permit any of its agents, employees or contractors to reveal, nor allow to be revealed, any of the terms and conditions of the Agreement to any third party. As used in this paragraph 17, the term "third party" will be defined as any party who is not directly involved in the financial or legal aspects of Artist.

18. *Additional Representations and Warranties.*

(a) Each party represents and warrants that it: (i) is authorized and has the power to enter into this Agreement and to perform all of its obligations hereunder; (ii) will perform all of its obligations hereunder; (iii) is not, and will not be, subject to any obligation, disability or restriction which might prevent it from fully complying with its obligations herein or to create any liability on the part of the other Party; (iv) has neither granted, nor will grant any rights inconsistent herewith; and (v) will neither do, nor authorize any party to do, anything inconsistent with the agreements contained herein or which might diminish or impair the other party's rights hereunder.

(b) Artist represents and warrants that: (i) he/she has the right and power to grant the rights granted herein, without any obligation of Company or its designees to secure rights from or make any payments to, any other person or company; (ii) the exploitation by Company (or its licensees and/or assignees) of the rights granted herein will neither violate nor infringe upon any laws or rights or interest of any third parties; and (iii) that Artist's Employees with respect to the Tour are, as of the date hereof, and will continue to be throughout the Tour, employees of Artist.

(c) Each of the undersigned warrants and represents that he or she is authorized and has the power to execute this Agreement on behalf of his or her respective party and that he or she is of legal age to do so.

19. *Modification.* This is the only agreement between the parties concerning the subject matter hereof and this Agreement cannot be modified or waived except by a subsequent writing signed by both parties. This Agreement is subject to any law, rule or regulation of any governmental body having jurisdiction over the subject matter hereof. In the event that any provision(s) of this agreement will be declared invalid by a court of competent jurisdiction, the remaining provision(s) of this Agreement will not be invalidated thereby and will remain in full force and effect.

20. *Assignment.* Artist will not have the right to assign his/her obligations hereunder without the prior written consent of Company. Any such attempted assignment will be deemed null and void.

21. *Notices.* Except as expressly provided herein to the contrary, all notices required in connection with this Agreement will be made by certified mail or facsimile sent to the following parties:

(a) To Company:

(b) To Artist:

22. *Paragraph Headings.* Paragraph headings are used herein for convenience only and will not be used to interpret this Agreement.

23. *Execution of Agreement.* Notwithstanding anything contained herein to the contrary, a material condition of this Agreement is that Company will have no obligation to pay Artist any monies provided for herein until this Agreement and any other agreements and documents required hereby are fully executed by the authorized parties and are delivered to Company.

If the foregoing correctly reflects your understanding of our agreement, please sign this Agreement where indicated below and return the partially executed copies to Company.

Artist:

Company:
