

Redacted Pursuant to Protective at Request of Music Force LLC

BETWEEN:

- (1) **THE MUSIC FORCE LLC, FULL FORCE MUSIC LLC and STRIKE FORCE MUSIC LLC** all collectively c/o The Music Force LLC, 1026 15<sup>th</sup> Avenue So, Nashville TN 37212 USA ("jointly and severally the Owner"); and
- (2) **UNIVERSAL MUSIC PUBLISHING INTERNATIONAL MGB LIMITED** of 20 Fulham Broadway, London SW6 1AH ("the Publisher" which expression shall include its successors in title and permitted assigns)

IT IS AGREED:

1. GRANT OF RIGHTS

In consideration of the mutual promises in this Agreement set out and other valuable consideration (receipt and adequacy of which is acknowledged) the Owner designates the Publisher as its 'sub-publisher in the territory of the World excluding the USA, Canada and Japan ("the Territory") and grants by way of exclusive and irrevocable licence to the Publisher with full title guarantee the copyright and all other rights title and interest in those musical compositions owned or controlled by the Owner as set out in the Schedule hereto together with any other musical compositions acquired by the Owner during the Term (as hereinafter defined) intended by the Owner to be subject to the terms of this Agreement and full details of which are advised by the Owner to the Publisher in writing during the Term ("the Compositions") for a period commencing with effect from 1 January 2008 and expiring, subject to earlier termination in accordance with the provisions of this Agreement, on 31 December 2010 ("the Term") and grants to the Publisher all those rights necessary for the Publisher to fulfil its obligations under this Agreement including but not limited to the following rights:-

- (a) the exclusive right to print, publish, issue to the public, distribute, hire and sell printed and other copies of the Compositions (subject always to European Union legislation);
- (b) the exclusive right to record transcribe and otherwise mechanically or electronically record to reproduce the Compositions whether with or without visual images and all other reproduction rights in and for the Territory Save That where the Publisher is able to withhold such grant the Publisher shall not grant a first mechanical licence for a period of six (6) months from delivery of such Composition without the prior written consent of the Owner (such consent not to be unreasonably withheld or delayed) in the event that upon delivery of such Composition to the Publisher the Owner gives the Publisher written notice of the Owner's knowledge that a particular recording artist intends to record such Composition and further the Publisher shall upon written request by the Owner grant or permit the grant to the Owner's relevant record company in respect of the relevant recording artist a first mechanical licence at full rate in respect of any of the Compositions Always Provided That the entity to which the licence is granted has not been in material default of mechanical licence payments;

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... practice in the country concerned; ... decision taking into account

- (f) the exclusive right to grant licences or enter into contracts authorising the communication and/or making available of Compositions to the public and broadcast or telecast or other uses of the Compositions in the Territory, by means of communication satellites relayed by ground or space stations or by ...

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of propagation of signals or communications now known or hereafter devised, subject to the rights of the appropriate performing right societies in respect thereof;

- (g) the exclusive right to grant licenses or enter into contracts authorising the transfer and/or exploitation of all rental and lending rights accruing pursuant to the Council Directive 92/100/EEC or to 1996 Copyright and Related Rights Regulations and any amendments thereto and/or subsequent legislation in respect thereof and /or any other applicable law;
- (h) the right to use the names photographs likenesses autographs facsimiles and biographical material of the writers of the Compositions in connection with the Compositions and in publicity for the Publisher. Notwithstanding the foregoing the Publisher shall obtain the Owner's approval (such approval not to be unreasonably withheld or delayed) in respect of any such photographs likenesses autographs facsimiles and biographical material intended to be so used. Any such items supplied by the Owner shall be deemed approved for such purposes;
- (i) the exclusive right to distribute, sell or otherwise exploit the Compositions on-line including but not limited to by means of any linear, non-linear and non-analogue means of transmission or forms of exploitation now known or hereafter created including but not limited to the internet and to grant licences or enter into contracts authorising third parties to exercise such rights on the Publisher's behalf and the exclusive right to permit, commission, arrange and/or authorise web-casts containing all or any part of the Composition;
- (j) subject to Clause 5(f) the exclusive right to collect [REDACTED] of any fees royalties and monies attributable to the use of the Compositions in the Territory during the Term (and prior to the Term insofar as otherwise uncollected) including, but without limitation of the foregoing, the right to collect and receive [REDACTED] of the publishers and the writers and/or composer's mechanical fees and all monies arising as a result of any claim in respect of the Compositions SAVE that there shall be specifically excluded from such right the right to collect the Writer's Share of public performance fees where such right has been granted to any performing right society. It is understood and agreed between the parties that the Publisher shall have the right to collect income earned throughout the Territory from all sales and uses of the Compositions with respect to records and/or audio-visual devices sold in the Territory no matter where such records and/or audio-visual devices have been manufactured;
- (k) the right to licence or assign to any third party or to authorise or permit any third party to exercise all or any of the rights in the Compositions referred to in this Agreement, and to sub-license or sub-publish any right granted to the Publisher under this Agreement, on condition that such sub-licensee or sub-publisher assumes each and every obligation and liability of Publisher under this Agreement with respect to the sub-licensed rights, and that Publisher shall remain primarily responsible to the Owner for payment of royalties under this Agreement;
- (l) the exclusive right to exercise all other rights in respect of the Compositions which are not specifically referred to in this Agreement whether now existing or hereafter

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created and to use and exploit the Compositions by all existing and any as yet undiscovered methods.

- (m) the right to authorise others to exercise all and any of the rights set out above.

Notwithstanding anything to the contrary contained in the foregoing and to the extent within the Publisher's control the Publisher shall not grant the following licences without first obtaining the Owner's prior written approval (such approval not to be unreasonably withheld or delayed and shall be subject to all relevant blanket industry agreements, statute, government and society regulations):

- (i) for each written request for a licence for the use of so-called sampled extracts from any Composition which is received by the Publisher during the Term and prior to release of the relevant new work;
- (ii) for each written request for a licence for the use of any Composition on a gratis basis which is received by the Publisher during the Term;
- (iii) for each written request for a licence for any material changes (other than timing) to be made to any Composition which is received by the Publisher during the Term.

## 2. ROYALTIES

- (a) In consideration of the grant under this Agreement of the rights in the Compositions, the Publisher undertakes to pay to the Owner during the Term the royalties specified in sub-clauses (a) and (b) of this Clause which have been received by the Publisher in the United Kingdom or credited to the Publisher in the United Kingdom against a previously paid advance from the use and/or exploitation of the Compositions in the Territory:

- (i) where the Publisher itself directly prints the Compositions:

(1) [REDACTED] of the suggested retail selling price of each pianoforte copy of each orchestration copy and of every other printed edition (except for printed compilations and folios) of Compositions sold, paid for and not returned and;

(2) that proportion of [REDACTED] of the marked retail selling price (or of the suggested retail selling price) of each copy of any printed compilation or folio sold paid for and not returned which the number of Compositions contained therein bears to the total number of other copyrighted musical compositions contained therein;

- (ii) [REDACTED] of all monies resulting from licensing third parties to publish, print, copy or otherwise graphically reproduce the Compositions (but not so as to exceed the royalties in paragraphs (1) and (2) above).

- (iii) [REDACTED] of all fees and royalties arising from the sale and/or use of mechanical and/or electrical reproduction rights;

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- (iv) [REDACTED] of the Publisher's Share of public performance fees and royalties;
  - (v) [REDACTED] of all synchronisation fees SAVE THAT in respect of synchronisation fees directly and identifiably procured by the Publisher its sub-publishers or licensees such percentage shall be [REDACTED] in lieu of [REDACTED];
  - (vi) with respect to all uses of the Compositions other than those specifically referred to in this sub-clause [REDACTED] of all fees and royalties.
- (b) In respect of each Local Cover Recording, (which for the purpose of this Agreement shall mean any form of exploitation of a Composition procured by the direct and identifiable efforts of the Publisher), the Publisher shall pay the following royalties to the Owner with respect to such Local Cover Recording only:
- (i) [REDACTED] of all fees and royalties arising from the sale and/or use of mechanical and/or electrical reproduction rights;
  - (ii) [REDACTED] of the Publisher's Share of public performance fees and royalties;
  - (iii) [REDACTED] of all synchronisation fees;
  - (iv) [REDACTED] with respect to all uses of such Local Cover Recording other than those specifically referred to in this sub-clause.
- (c) The royalties provided for above shall be computed upon [REDACTED] of gross earnings "at source" of the Compositions received by the Publisher in the United Kingdom or credited to the Publisher in the United Kingdom against a previously paid advance and directly and identifiably attributable by title to the exploitation of the Compositions less only:
- (i) standard commissions actually retained by performing rights societies and/or mechanical rights collection agencies or other collection agencies;
  - (ii) VAT or any other taxes required to be deducted in any part of the Territory;
  - (iii) any amounts paid by way of remuneration to arrangers, adaptors and translators.

For the avoidance of doubt all commissions due to sub-publishers and licensees shall be the sole responsibility of the Publisher.

- (d) The grant of performing rights with respect to the Compositions is expressly made subject to the rights of and the agreements with the performing right society with which the writer of the Compositions (the "Writer") is affiliated or such other party

exist and as they hereafter may be extended. The performing right society with which Publisher is affiliated shall collect all public performances fees and royalties earned in the Territory in respect to the Compositions and shall pay the total Publisher's Share of such fees and royalties directly to the Publisher for division as above provided. The Publisher shall remit to the Owner all of the Writer's Share of public performance fees received by Publisher if any. If the Publisher or its agent or licensee does not receive in any part of the Territory [REDACTED] of the total public performing fees and 100% of all other fees and royalties resulting from the use and/or exploitation of the Compositions in the Territory for any reason other than the Publisher's agreement with its sub-publishers/licensees or any act or omission by them, then the proportion of such fees and royalties payable by the Publisher to the Owner under this Agreement shall be correspondingly reduced, so that the Publisher shall in any event receive and retain the same proportion of all fees and royalties which the Publisher would have received and retained pursuant to paragraphs (a) and (b) of this clause if the Publisher had received [REDACTED] of the total public performing fees and [REDACTED] of all other fees and royalties as aforesaid. Furthermore if the fees and royalties remitted to the Publisher are reduced by reason of the Writer's agreement with any collection society or agency (such as by way of example BIEM) or by reason of local legislation then in addition to the reduction in fees and royalties referred to above all advances subsequently payable to the Owner under this Agreement shall be correspondingly reduced by the proportion of [REDACTED] of the total performing fees and [REDACTED] of all other fees and royalties which the Publisher is unable to receive. If the Writer is not affiliated to a performing right society then the performing right in the Compositions shall belong to and be administered wholly by the Publisher who shall be entitled to collect the full amount of the performing fees on behalf of the Writer and the Publisher. If the Publisher shall receive the entire performing fees i.e. the Writer's Share and the Publisher's Share the Publisher shall account to the Owner for the Writer's Share of such performing fees as provided in Clause 2(a) and (b) above until such time as the Writer shall become a member of a performing right society

- (e) The Owner shall collaborate with the Publisher and shall use all reasonable endeavours to procure that the writers and/or composers of the Compositions to the extent that they are still alive and if deceased, then with the Writer's estate shall collaborate with the Publisher in giving all necessary instructions to the performing right societies, mechanical right societies, or other collection agencies, as the case may be, concerning the agreed divisions of fees and royalties under this Agreement and the payment thereof.
- (f) No fees or royalties shall be paid to the Owner in respect of any professional or complimentary copies of the Compositions, (whether printed music editions, mechanical reproductions in news paper articles, magazines, periodicals or otherwise from which the Publisher receives no royalties or fees), or orchestral or band parts or copies sold at or below cost.
- (g) All sums payable to the Owner shall be subject to the deduction or withholding of income taxes or other taxes required to be deducted or withheld under the laws of any part of the Territory, and if the laws of any country require taxes on such payments to be withheld at source, then the royalties that accrue to the Owner under this Agreement shall be reduced accordingly.

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available to the Publisher) supply to the Owner a tax deduction certificate in respect of any taxes so withheld. If the Publisher obtains a tax credit in the UK in respect of taxes so withheld the Publisher shall credit to the Owner's royalty account a pro-rata share of the tax credit received attributable to the Owner.

- (h) If the Publisher is unable to receive any royalties from any country in the Territory as a result of any law, government ruling, currency or other restriction, then any share of such royalties which is properly due to the Owner under this Agreement and can be paid in the said country may at the Owner's request and sole expense be deposited in foreign currency in an account selected by the Owner in the country of the Territory from which the Publisher is unable to receive royalties as aforesaid subject to the laws of such country and of England, and payment so deposited shall fulfil the Publisher's obligations under this Agreement as to royalties payable to the Owner.

3. ROYALTY ACCOUNTS

- (a) True and correct royalty accounts shall be kept by the Publisher in respect of the Compositions, and shall be maintained in the currency of account of the Publisher. Royalty statements shall be prepared by the Publisher in respect of each accounting period as at the 30th June and 31st December in each year, and shall show all monies received by the Publisher and processed and computed as being due under this Agreement. Such statements shall be mailed in hard copy on or before the 30<sup>th</sup> September and 31<sup>st</sup> March respectively after the end of each accounting period or sent digitally or made available for viewing on-line within 90 days after the end of each accounting period, together with a remittance by the Publisher to the Owner of all sums thereby shown to be due, the rate of exchange (if applicable) being that prevailing at the date when the relevant payment is made to the Publisher by telegraphic transfer to the following bank account:

Account Name: MFLLC

Account Number: 151200545516

:USV Routing: 06 000059

Bank Address: US Bank 1711 Broadway Nashville TN 37212 Entertainment Division  
Such statements shall specify *inter alia* the individual Compositions on a title by title basis and the nature and source of all such monies. No statements will be prepared or payments made where the total sum due is under [REDACTED] and such amounts will be carried forward to the next following accounting statement. Notwithstanding anything to the contrary if statements are to be sent to the Owner in hard copy (rather than being sent digitally or being made available for viewing on-line) during the Term then hard copies shall be sent (in addition to the Owner), to the following address The Music Force LLC, 4658 Worster Avenue, Sherman Oaks, CA91423 Marked for the attention of Henry Marx.

- (b) Not more than once in each year and subject to making a convenient prior appointment, the Publisher shall permit the Owner's representative, (who shall be an independent qualified local accountant not simultaneously engaged in an audit of the Publisher's royalty accounts and statements on behalf of a third party) to audit the relevant parts of all royalty accounts and statements of the Publisher insofar as the same relate to the Compositions under this Agreement, and to make copies of the

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basis. Any such audit shall take place during normal business hours at the location where such accounts and statements of the Publisher are maintained and shall be at the sole expense of Owner. Such audit may not be made more than once with respect to any particular statement. In the event that the said accountant is at the relevant time engaged in an outstanding audit of the Publisher's royalty accounts the Owner may nevertheless have the Owner's audit conducted by such accountant, and the period during which the Owner is entitled to carry out such audit shall be extended until such time as the said accountant has completed the previous audit, subject to the following conditions:

- (i) the Owner shall notify the Publisher of its election to that effect within seven (7) days after receipt of notice from the Publisher that such accountant is so simultaneously engaged; and
  - (ii) the Owner 's designee shall proceed in a reasonably expeditious manner to complete the previous audit and render the final report thereon to the client and the Publisher; and
  - (iii) the Owner 's examination shall not be commenced by the Owner 's designee before the delivery to the Publisher of the final report on the previous examination, shall be commenced within thirty (30) days thereafter and shall be conducted in a reasonably continuous manner.
- (c) If the Owner's representative carries out such an audit it shall provide the Publisher not less than thirty (30) days prior to such audit with a full list of the titles and writers of all Compositions in respect of which the audit is to be conducted. The Owner acknowledges that the documents made available for audit contain confidential commercial information and neither the Owner nor its representative will disclose (other than to its professional advisers) or use on behalf of any third party any facts or information obtained as a result of any such inspection. After completion of the audit Owner shall provide the Publisher with a full copy of any draft and/or final report resulting therefrom and the Owner and his representative shall discuss such report with the Publisher with a view to correcting any errors or questions arising therefrom. In the event that such audit reveals an underpayment to the Owner then the Publisher shall credit to the Owner's royalty account hereunder the amount of such underpayment and if such underpayment is in excess of [REDACTED] of the amount of royalties properly due to the Owner during the period audited or [REDACTED] (whichever is greater) then the Publisher shall bear the reasonable costs of such audit (excluding travel, accommodation and subsistence costs).
- (d) Any royalty statement or payment submitted by the Publisher to Owner and unaudited by the Owner within three (3) year(s) from the date of issue thereof shall be deemed accepted by the Owner.
  - (e) The Owner warrants and confirms that the Compositions consists of three separate catalogues of musical works entitled The Music Force LLC ("Catalogue 1"), Full Force Music ("Catalogue 2") and [REDACTED] ("Catalogue 3").

- (iv) the Compositions are not and will not be either criminally obscene or defamatory and do not and will not infringe the copyright or other rights of any third party;
  - (v) save as previously disclosed by the Owner to the Publisher in Writing prior to Commencement of the Term there is no suit, claim, action or other legal or administrative proceeding involving the Owner, the Compositions or the writers and/or composers thereof now pending or threatened nor any basis therefor;
  - (vi) the Owner has not performed nor will it perform any act or thing which will in any way, directly or indirectly, act to diminish or deprive the Publisher of any rights in this Agreement granted;
  - (vii) there is and at all times during the Term will be in existence a valid and enforceable agreement between the Owner and the writers and/or composers of the Compositions whereby the Owner will be entitled to the rights in the Compositions granted and such agreements do and will include undertakings by the Owner to exploit the Compositions for the benefit of the writers and/or composers thereof by means additional to the inclusion of the Composition in the soundtrack of the film or television programme for which it was commissioned and the public performance or communication to the public of the film or television programme in question.
  - (viii) Owner shall procure that the writers of the Compositions are members of the following performing rights societies: in respect of Catalogue 1: BMI; in respect of Catalogue 2: ASCAP and in respect of Catalogue 3: SESAC and that such writers agree that this Agreement shall be regarded as a certificate for the purposes of the PRS's Rule 1(o) authorising the PRS to treat the Publisher as exploiting the Compositions for the benefit of the persons interested therein.
- (b) The Owner shall furnish the Publisher at the Owner's expense with one (1) demonstration recording of each Composition (if requested by Publisher) and (upon if Commercially necessary) with one (1) lead sheet for each of the Compositions published under this Agreement. If the Owner fails to supply such copies the Publisher may do so at the Owner's expense and shall have the right to debit the Owner's royalty account for the costs thereby incurred.
- (c) The Owner undertakes to pay any and all fees, royalties and other sums due to any writers and/or composers of the Compositions (including personal representatives, heirs, successors and assigns) or due to any other third party in respect of the Compositions.
- (d) The Owner undertakes to acknowledge, execute and deliver, or cause to be acknowledged, executed or delivered, all such further instruments or documents and to perform, or cause to be performed, all such further acts as the Publisher may reasonably deem necessary or desirable to give effect to this Agreement.



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this Agreement.

- (e) The Owner grants to the Publisher an irrevocable power of attorney coupled with an interest in respect of the Compositions authorising the Publisher its successors and assigns to file applications to secure copyright registration and renewals of copyright registration of the Compositions in the name of the Publisher under any applicable law now in effect or hereafter enacted and to renew and extend the copyrights in the Owner's name and on the Owner's behalf and upon the issue of such renewals to execute assignments thereof in the Owner's name so as to secure to the Publisher the copyright in the Compositions and all renewals and extensions thereof (subject to the terms of this Agreement).
- (f) The Owner represents and warrants that the Owner has not and will not during the Term grant any rights in the Compositions or any of them to any person firm or company other than the Publisher or enter into any agreement or act in any way which would derogate from the rights granted to the Publisher under this Agreement. Without limitation to the generality of the foregoing the Owner has not entered into nor shall the Owner after the date of this Agreement enter into any agreement in respect of the Owner's recording or other services or in respect of recordings or any of them which seeks either to reduce the amounts payable to the Publisher by record companies or other third parties in any part of the Territory to less than the statutory rate (or customary rate where no statutory rate exists) for any particular territory in the Territory or to limit the Publisher's ability to negotiate such rates in any way whatsoever without the Publisher's prior written consent. It is understood that it shall be reasonable for the Publisher to withhold its consent if the effect of giving it would be to reduce sums payable to the Publisher. For the avoidance of doubt it is agreed that in the United Kingdom the Publisher shall not be obliged to grant a licence at a rate less than the rate imposed by the Copyright Tribunal.
- (g) Owner agrees to and does indemnify save and hold Publisher harmless from any and all loss and damage (including reasonable attorney's fees and costs) arising out of or connected with any actions, suits, claims or breach of any of the warranties representations covenants or agreements made by Owner in this agreement and Owner agrees to reimburse Publisher on demand for any payment made by Publisher at any time after the date of this Agreement with respect to any liability or claim to which the foregoing indemnity applies to the extent of an award of a court of competent jurisdiction or settlement reached on terms approved by the Owner in writing (such approval not to be unreasonably withheld or delayed)..

6. COPYRIGHT NOTICE

The Publisher shall print or cause to be printed on the outside cover or title or first page of music of every printed copy of the Compositions published by or under the control of the Publisher pursuant to this Agreement a proper notice of copyright in such form as may be required by the laws of the respective countries within the Territory and any International conventions pertaining to the acquisition and/or preservation of copyright in the Compositions.

7. LEGAL PROCEEDINGS

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The Owner irrevocably authorises, empowers and vests in the Publisher the right but not the obligation to enforce and protect all rights in and to the Compositions and the copyright therein in the Territory, whether standing in the name of the Owner or the Publisher or otherwise. The Publisher may in its sole reasonable judgement, join the Owner, or such others as the Publisher may deem advisable, as parties in any suits or proceedings and bring any suits or proceedings in the name of the Owner or the Publisher, or in the name of any other parties as the Publisher may deem advisable. The Publisher shall proceed with and dispose of such suits or proceedings in the same manner and to the same extent and to all intents and purposes as the Owner or any other party or parties might or could do had this authority not been given. Subject to the provisions of Clause 5(g) any legal costs and disbursements incurred by the Publisher shall be borne by the Publisher save that any such costs and disbursements shall first be deducted from any recovery and thereafter the Relevant Percentage (as hereafter defined) of any outstanding costs and disbursements shall be recoupable from all royalties payable to the Owner hereunder. Any sums recovered by the Owner and/or the Publisher by way of damages or otherwise shall first be applied towards any costs (as aforesaid) and (if the Owner has consented to the Publisher commencing such suit or proceeding) the balance shall be shared in accordance with sub-clause 2(a)(vi) with the Owner's share of the balance being credited against their account hereunder (and in the context of the Publisher bringing proceedings if the Owner has not consented to the Publisher commencing such suit or proceeding the balance may be retained entirely by the Publisher). For the purposes of this Clause 7 the Relevant Percentage shall mean one hundred percent (100%) Save That where the Publisher has commenced proceedings with the Owner's written consent the Relevant Percentage shall be the percentage which is the Owner's share of royalties under Clause 2 (a) (vi) and where the Publisher has commenced proceedings without the Owner's written consent the Relevant Percentage shall be 0%.

8. CLAIMS

If at any time any claim, whether written or oral, is presented against the Publisher which is inconsistent with any of the Owner's covenants, undertakings, representations or warranties in this Agreement contained, and if because of such claim the Publisher, in its sole discretion, deems itself placed in jeopardy, then the Publisher shall thereupon notify the Owner as to the full details of such claim as then known to the Publisher. Thereafter and until such claim has been finally adjudicated or settled the Publisher, in its sole discretion, shall have the right to withhold any and all monies becoming due and payable to the Owner under this Agreement. Upon the final adjudication or settlement of such claim the Publisher shall disburse all funds held by it in accordance with the terms of any settlement judgment or other disposition thereof. Any monies so withheld by the Publisher in respect of any claim shall be held in an interest bearing account and shall be released to the Owner's royalty account hereunder (together with any interest accrued thereon) in the event that proceedings in connection with any such claim are not instituted within twelve (12) months following such withholding being made unless an action or proceedings are imminent. If as aforesaid an action or proceedings had appeared imminent but no action or proceeding has been commenced within eighteen (18) months following the withholding being made then such monies shall be credited to the Owner's royalty account hereunder (together with any interest accrued thereon) whether or not an action or proceeding is imminent Subject Always to the Publisher's right to make a further withholding should proceedings later be commenced.

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9. TERMINATION AND SUSPENSION

- (a) (i) In the event the Publisher shall enter into liquidation (other than a voluntary liquidation for the purposes of reconstruction or re-organisation) or shall make any assignment for the benefit of or make any composition with its creditors, or if any bankruptcy or other insolvency proceedings shall be filed by or against the Publisher and not discharged within ninety (90) days the Owner shall have the right to terminate the Term of this Agreement forthwith by written notice to the Publisher.
- (ii) If the Publisher shall materially default in the performance of any of the material obligations or duties of the Publisher and such default shall continue for a period of forty-five (45) days after receipt by the Publisher of notice in writing from the Owner alleging such default, the Owner shall be entitled immediately to terminate the Term of this Agreement by written notice to the Publisher
- (b) (i) If the Owner shall enter into liquidation (other than a voluntary liquidation for the purposes of reconstruction or reorganisation) or shall make any assignment for the benefit of or make any composition with its creditors or if a receiver is appointed over any of its assets, or if any bankruptcy or other insolvency proceedings shall be filed by or against the Owner and not discharged within ninety (90) days the Publisher shall have the right to terminate the Term of this Agreement forthwith by written notice to the Owner.
- (ii) If the Owner shall materially default in the performance of any of the material obligations or duties of the Owner and such default shall continue for a period of forty-five (45) days after receipt by the Owner of notice in writing from the Publisher alleging such default the Publisher shall be entitled immediately to terminate the Term of this Agreement by written notice to the Owner.
- (c) Any such termination of the Term shall be without prejudice to the rights of the Publisher under this Agreement in respect of each and all of the Compositions to which the Publisher was entitled at the date of such termination.

10. ASSIGNMENT

The Publisher may assign this Agreement and/or any or all of its rights under this Agreement to its holding company, or to any subsidiary or associated affiliated company of its holding company or of the Publisher, or to any company acquiring substantially all the undertakings or assets of the Publisher, or its holding company or subsidiaries or affiliates thereof Provided That for so long as it continues to trade the Publisher shall remain primarily liable for its obligations hereunder. Owner shall only be entitled to assign this Agreement with the prior written consent of the Publisher. Subject to the provisions of this Agreement each assignment shall be binding upon and inure for the benefit of and may be enforced by the successors and assigns of the Publisher and the Owner respectively. For the purpose of this clause "subsidiary" and "holding company" shall have the meanings set out in Section 736 of the Companies Act 1985 and "associated company" shall mean any company which is a subsidiary of the Publisher or the Owner.

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associated with another company either through holdings of shares to an extent of not less than twenty-five percent (25%) of its equity share capital (as defined in the said Act), or through common directors to an extent of not less than one third for the time being of the total number of directors.

11. NOTICES

- (a) Any notice, accounting or payment which either party hereto is required or desires to give to the other shall be sent by facsimile or electronic mail or pre paid post addressed to the address(es) first set forth, or to the most recent of such other address as such party shall have designated in writing to the other party. All notices shall be deemed duly given on the same day they are sent by facsimile or electronic mail or within three (3) days after posting if posted in the country of destination or five (5) days after posting if sent by air mail outside the country of destination.
- (b) Wherever the consent or approval of the Owner is required under the terms of this Agreement such consent or approval shall not be unreasonably withheld (save where specified to the contrary in this Agreement) and the Owner shall grant or withhold such consent or approval in writing within five (5) working days after the date that the Owner receives the request for such consent or approval from the Publisher. Failure by the Owner to notify the Publisher as aforesaid shall be deemed to be consent or approval.

12. MISCELLANEOUS

- (a) A waiver by either party of any term or condition of this agreement in a particular instance shall not be deemed or construed to be a waiver of such term or condition for the future. All remedies, rights, undertakings and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other right, remedy, undertaking or obligation of either party.
- (b) This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements, whether written or oral, concerning the subject matter of this Agreement. Neither party has been induced to enter into this Agreement in reliance upon, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as are expressly set out in this Agreement. This Agreement shall not be modified or varied except by a written instrument signed by the parties hereto.
- (c) Nothing in this Agreement contained shall be construed to constitute a partnership or joint venture between the parties hereto and neither party shall be bound by any representation, act or omission of the other.
- (d) The Owner irrevocably and unconditionally on behalf of itself and the writers of the Composition waives any and all moral rights that it and/or such writers may have in the Compositions and/or any performances thereof as between the Owner and/or the writers and the Publisher or any party authorised to exploit the Compositions and/or performances thereof by the Publisher and agrees not to make any claim and to procure that the writers of the Compositions shall not make any claim in relation to

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Publisher or any party authorised to exploit the Compositions and/or performances thereof by the Publisher based on moral or similar rights therein Provided Always That the license granted by the Publisher is in accordance with the terms of this agreement.

- (e) As from when the Euro replaces Sterling as the lawful currency of the United Kingdom in accordance with Article 109 L(4) of the Treaty establishing the European Union as amended by the Treaty on the European Union (the Maastricht Treaty) all payment obligations under this Agreement shall be satisfied in Euro and all denominations in Sterling shall be substituted by denominations in Euro against the conversion rate of Sterling against the Euro as fixed in accordance with Article 109L(4) above.
- (f) The Owner gives consent for the processing of any data necessary for the performance of this Agreement and/or to enable the Publisher to comply with any legal obligation upon it or its sub-publishers and/or licensees. Any such processing shall be fair and lawful within the meaning of the Data Protection Act 1998.
- (g) The Owner agrees that when registered in the USA by the Publisher the Compositions will be registered with the following performing rights societies: In respect of Catalogue 1: BMI; in respect of Catalogue 2: ASCAP and in respect of Catalogue 3: SESAC.

13. RIGHTS OF THIRD PARTIES

Except where specified in this Agreement, this Agreement is not intended to nor shall it create any rights, entitlements, claims or benefits enforceable by any person that is not a party to it. Accordingly, except where specified in this Agreement, no person shall derive any benefit or have any right, entitlement or claim in relation to this Agreement by virtue of the Contract (Rights of Third Parties) Act 1999.

14. LEGAL JURISDICTION

This Agreement shall be construed in accordance with English law and each party hereto agrees to submit to the exclusive jurisdiction of the English Courts.

15. GOVERNMENT REGULATIONS

This Agreement and the provisions of this Agreement and each of them are subject to the legal and governmental regulations and foreign exchange control regulations of each country of the Territory.

16. HEADINGS

The headings to the Clauses of this Agreement are included for ease of reference only, are not part of this Agreement and are not to be taken into account in its construction.

17. SEVERANCE

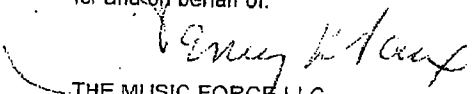
If any Clause or any part of this Agreement or the application thereof is held to be invalid or unenforceable, the remaining Clauses shall remain in full force and effect.

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any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid such judgement shall not affect the remainder of this Agreement which shall continue in full force and effect.

SIGNED BY:

for and on behalf of:

  
THE MUSIC FORCE LLC  
FULL FORCE LLC  
STRIKE FORCE MUSIC LLC

SIGNED BY:

for and on behalf of

  
UNIVERSAL MUSIC PUBLISHING INTERNATIONAL MGB LIMITED

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SCHEDULE

<u>Title</u>	<u>All Writer(s)</u>	<u>Writer %</u>	<u>All Third Party Publishers</u>	<u>Percentage Controlled By Owner</u>
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PLEASE NOTE: WRITER NAMES MUST BE FULL LOCAL NAMES, (NOT INITIALS OR PROFESSIONAL NAMES). PLEASE SUPPLY DETAILS OF ALL CO-WRITERS AND CO-PUBLISHERS (IF ANY) FOR EACH TITLE.

