

ESTTA Tracking number: **ESTTA689772**

Filing date: **08/15/2015**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91220583
Party	Defendant Dan Frost
Correspondence Address	LEGALINC CORPORATE SERVICES LLC 9 E LOOCKERMAN STREET#215 DOVER, DE 19901 UNITED STATES showbizenterprisesceo@gmail.com
Submission	Motion to Consolidate
Filer's Name	Dan Frost
Filer's e-mail	showbizenterprisesceo@gmail.com
Signature	/DLF/
Date	08/15/2015
Attachments	document_reproduction_request_form.pdf(144897 bytes) Policy-and-Procedures-for-CIA-Signals-Intelligence-Activities.pdf(227860 bytes) bmi_publisher_kit.pdf(1743275 bytes)



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Royalty Statements

Last six years or less from current distribution quarter (Statements older than six years are not available)

\$30 and up

NOTE: The last 6 years of statements can be downloaded for free via the affiliate's online services account on bmi.com

Statements requested:

List each statement requested by Quarter (1Q, 2Q, 3Q, 4Q) and year. Foreign royalties that were rendered simultaneously with the U.S. distribution will be included on the statement.

QTY		DEPOSIT
	x \$30 = \$	_____

If your statements will be more than \$30 each you will be notified.

Customized Royalty Reports

Summaries, itemized schedules, etc.

\$250 each

Reports requested:

Indicate the information desired and the inclusive dates

QTY		TOTAL
	x \$250 = \$	_____

Work Registration Forms (If more space is needed, attach a separate sheet)

\$20/form

Title of Work(s): _____

Writer(s): _____

Publisher(s): _____

QTY	TOTAL
_____	x \$20 = \$ _____

Canceled Royalty Checks (If more space is needed, attach a separate sheet)

\$40/check

NOTE: Direct Deposit of royalties is available. Go to bmi.com/deposit

Indicate Date of each check if known; otherwise indicate distribution quarter:

QTY	TOTAL
_____	x \$40 = \$ _____

Cue Sheets (If more space is needed, attach a separate sheet.)

\$25/sheet

Name of show(s) or film(s): _____

Show/Episode Names and/or Numbers or Air Dates: _____

QTY	TOTAL
_____	x \$25 = \$ _____

Tax Forms For Prior Calendar Years

\$35/form

IRS Form 1099 for Year(s): _____

IRS Form 1042 for Year(s): _____

Annual International Royalty Summary (AIRS) for Year(s): _____

QTY	TOTAL
_____	x \$35 = \$ _____

Catalog Listings

For accounts listed on first page

\$35 and up

NOTE: Available for free via the affiliate's online services account on bmi.com

If your Catalogs will be more than \$35 each you will be notified.

# of ACCOUNTS	# of COPIES	DEPOSIT
_____	x _____	x \$35 = \$ _____

General Documents (If more space is needed, attach a separate sheet)

\$35/doc.

Applications, affiliation agreements, modification agreements, administration agreements, copyright certificates, ownership data, correspondence, legal process (Notices of Levy, restraining notices, orders to withhold, garnishments, etc.) and other miscellaneous documents, as they may be contained in BMI's files. *You can only order a document that relates to you.*

Documents Requested (give detailed information, including dates and parties, if known):

QTY	TOTAL
_____	x \$35 = \$ _____

RETURN THIS REQUEST FORM TO YOUR NEAREST LOCATION BELOW TO THE ATTENTION OF THE NAMED PERSON
(Please note that e-mail submission is unsecure and at your own risk)

M.Ortiz • 7 World Trade Center, 250 Greenwich St., New York, NY 10007
Phone: (212) 220-3072, Fax: (212) 220-4485, email: nydocs@bmi.com

N. Moore • 10 Music Square East, Nashville, TN 37203
Phone: (615) 401-2738, Fax: (615) 401-2707, email: nadocs@bmi.com

A. Mejia • 8730 Sunset Blvd., Third Floor West, Los Angeles, CA 90069
Phone: (310) 289-6360, Fax: (310) 657-6947, email: ladocs@bmi.com

If you have any questions about completing this form, contact one of the BMI offices listed above.
Please allow ten (10) business days for delivery of documents.

Total Charge (subject to adjustment) \$ _____ (CHECKS AND MONEY ORDERS ARE NOT ACCEPTED)

VISA® Card Number _____ Exp. _____ Security Code _____
 MasterCard® _____ / _____

Name on Card _____ Signature _____

Card Billing Address _____

CHARGES ARE NOT REFUNDABLE

BMI will charge your credit card above when the documents are shipped.

Ship To (for documents unsuitable for scanning) _____

Address _____

City _____ State _____ Zip _____

Phone (_____) _____

Shipped items are sent by first-class mail for a \$10 fee, unless a special delivery method is specified

- Overnight Air \$25 Second Day Air \$20
 Messenger Service - Cost + \$15 Fax to number below \$10

Contact Name _____

Phone (_____) _____ Fax (_____) _____ E-mail _____

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Signals Intelligence Activities

While protecting our nation through the collection of signals intelligence (SIGINT) as authorized by law and policy, the Central Intelligence Agency (CIA), referred to herein as the "Agency," is committed to protecting the personal information of all people regardless of their nationality. This regulation establishes the principles that govern how the CIA conducts SIGINT activities and codifies into formal policy many existing practices which had not been previously put forth in a single regulatory issuance.

Definitions

- **Foreign person** - means a person who does not meet the definition of "United States person" in Executive Order 12333.
- **Intelligence** - has the same meaning as it does in the National Security Act of 1947.
- **Personal information** - covers the same types of information covered by "information concerning U.S. persons" under Section 2.3 of Executive Order 12333.
- **SIGINT collected in bulk** - means the authorized collection of large quantities of signals intelligence data which, due to technical or operations considerations, is acquired without the use of discriminants (e.g., specific identifiers, selection terms, etc.).
- **United States person** - has the same meaning as it does in Executive Order 12333.

General Policy: The Agency shall not collect SIGINT unless authorized to do so by statute or Executive Order, proclamation, or other Presidential directive, and such collection shall be undertaken in accordance with the Constitution and applicable statutes, Executive Orders, proclamations, Presidential directives, Agency regulatory issuances, and implementing guidance.

- Privacy and civil liberties shall be integral considerations in the planning of SIGINT activities. SIGINT shall be collected exclusively where there is a foreign intelligence or counterintelligence purpose to support national and CIA missions and not for any other purpose.
- The collection of foreign private commercial information or trade secrets is authorized only to protect the national security of the United States or its partners and allies. It is not an authorized foreign intelligence or counterintelligence purpose to collect such information to afford a competitive advantage to U.S. companies and U.S. business sectors commercially. Certain economic purposes, such as identifying trade or sanctions violations or government influence or direction, shall not constitute competitive advantage.
- SIGINT activities shall be as tailored as feasible. In determining whether to collect SIGINT, the Agency shall consider the availability of other information, including from diplomatic and public sources. Such appropriate and feasible alternatives to SIGINT shall be prioritized by means of the least intrusive technique required to obtain the intelligence of the nature, reliability, and timeliness required.
- The collection, use, retention, and dissemination of information concerning "United States persons" are governed by multiple legal and policy requirements, such as those required by the Foreign Intelligence Surveillance Act of 1978

(FISA), the Privacy Act of 1974, and Executive Order 12333. This regulation is not intended to alter the rules applicable to U.S. persons in FISA, the Privacy Act, Executive Order 12333, or other applicable law.

Collection

Refining the Process for Collecting Signals Intelligence: The Agency shall participate in the United States Government (USG) policy processes for establishing SIGINT collection priorities and requirements.

- PPD-28 provides that the Agency must collect bulk SIGINT in certain circumstances in order to identify new or emerging threats and other vital national security information which is often hidden within the large and complex system of modern global communications. It also recognizes the privacy and civil liberties concerns raised when bulk SIGINT is collected. PPD-28 directs the Intelligence Community (IC) to assess the feasibility of alternatives that would allow the IC to conduct targeted SIGINT collection rather than bulk SIGINT collection. Accordingly, when engaging in SIGINT collection, the Agency should conduct targeted SIGINT collection activities rather than bulk SIGINT collection activities when practicable. SIGINT collection activities should be directed against specific foreign intelligence targets or topics through the use of discriminants (e.g., specific facilities, identifiers, selection terms, etc.) when practicable.
- Agency components shall consult with the Privacy and Civil Liberties Officer (PCLO) and the Executive Director of the Central Intelligence Agency (EXDIR) or their designees on novel or unique SIGINT collection activities, and any significant changes to existing SIGINT collection activities, to ensure that there are appropriate safeguards to protect personal information.
- The Agency shall, on an annual basis, review SIGINT priorities and requirements identified by the Agency and advise the Director of National Intelligence (DNI) whether each should be maintained, with a copy of the advice provided to the Assistant to the President and National Security Advisor (APNSA).

Excluded Activities: The above does not apply to SIGINT activities undertaken by the CIA in support of:

- human intelligence (HUMINT) operations;
- covert action;
- FBI predicated law enforcement investigations other than those conducted solely for purposes of acquiring foreign intelligence; or
- military operations in an area of active hostilities.

Use of SIGINT Collected in Bulk

The Agency shall use SIGINT collected in bulk only for the purposes of detecting or countering:

- espionage and other threats and activities directed by foreign powers or their intelligence services against the United States and its interests;
- threats to the United States and its interests from terrorism;
- threats to the United States and its interests from the development, possession, proliferation, or use of weapons of mass destruction;
- cybersecurity threats;
- threats to U.S. or allied Armed Forces or other U.S. or allied personnel;
- transnational criminal threats, including illicit finance and sanctions evasion related to the other purposes identified in the section on “Use of SIGINT Collection in Bulk”;
- and
- any threat to the national security determined to be a permissible use of SIGINT collected in bulk in the review process established by Section 2 of PPD-28, or for any other lawful purpose, when approved by the President.

The Agency shall not use SIGINT collected in bulk for the purpose of:

- suppressing or burdening criticism or dissent;
- disadvantaging persons based upon their ethnicity, race, gender, sexual orientation, or religion;
- affording a competitive advantage to U.S. companies and U.S. business sectors commercially; or
- achieving any other purpose than those identified above.

As provided in footnote 5 of PPD-28, the prohibitions noted immediately above on the use of SIGINT collected in bulk do not apply to SIGINT collected in bulk that is temporarily acquired to facilitate the acquisition of targeted collection.

The Agency shall participate in the policy processes for reviewing the permissible uses of SIGINT collected in bulk.

The Agency shall, on an annual basis, review the Agency’s use of SIGINT collected in bulk and advise the DNI and APNSA on recommended additions to or removals from the list of permissible uses of SIGINT collected in bulk.

Systems containing SIGINT collected in bulk shall record sufficient details of queries to enable oversight and compliance with permissible uses of SIGINT collected in bulk, and to enable retention determinations.

Retention and Access

Retention of personal information concerning foreign persons acquired through SIGINT activities is authorized only if the Agency has lawfully collected or received the information in accordance with FISA or Part I of Executive Order 12333 and the processes established by PPD-28, and the retention of comparable information concerning U.S. persons would be permitted under Section 2.3 of Executive Order 12333. Such information shall be subject to the same retention periods as comparable information concerning U.S. persons. Information for which no permanent retention determination has been made shall not be retained for more than five (5) years, unless the DNI expressly determines that continued retention is in the national security interests of the United States. Information for which no permanent retention determination has been made may be retained for up to five (5) years, or the extended period approved by the DNI, to determine whether it falls within one of the following categories that meet the standard for permanent retention:

- information that is publicly available or collected with the consent of the person concerned;
- information constituting foreign intelligence or counterintelligence. If the Agency is permanently retaining personal information concerning a foreign person because it is foreign intelligence, the information must relate to an authorized intelligence requirement, and cannot be retained solely because of the person's foreign status. Thus, for example, personal information about the routine activities of a foreign person may not be retained unless it relates to an authorized foreign intelligence requirement;
- information obtained in the course of a lawful foreign intelligence, counterintelligence, international drug or international terrorism investigation;
- information needed to protect the safety of any persons or organizations, including those who are targets, victims or hostages of international terrorist organizations;
- information needed to protect foreign intelligence or counterintelligence sources, methods and activities from unauthorized disclosure;
- information concerning persons who are reasonably believed to be potential sources or contacts for the purpose of determining their suitability or credibility;
- information arising out of a lawful personnel, physical or communications security investigation;
- information acquired by overhead reconnaissance not directed at specific U.S. persons;
- incidentally obtained information that may indicate involvement in activities that may violate Federal, state, local, or foreign laws; and
- information necessary for administrative purposes.

Personal information acquired through SIGINT activities for which no determination has been made that it can be permissibly disseminated or retained shall be accessed only in order to make such determinations (or to conduct authorized administrative, security, compliance, and oversight functions).

Adequate protections of personal information shall be provided to prevent unauthorized access, consistent with the applicable safeguards for sensitive information contained in relevant Executive Orders, proclamations, Presidential directives, Intelligence Community Directives (ICDs), and associated policies.

Access to personal information acquired through SIGINT activities shall be limited to authorized and trained personnel, such as personnel responsible for analyzing and processing the information who have a need to know the information in order to perform their mission, consistent with the personnel security requirements of relevant Executive Orders, ICDs, and associated policies.

Personnel will be provided appropriate and adequate training in the principles set forth in this regulation and any associated guidance before being authorized access to unevaluated and unminimized personal information acquired through SIGINT activities. Training is required for those personnel who engage in collection requirements, targeting, or other disciplines that deal with SIGINT collection. Further, administrators and other support personnel who require access to these collections also must be trained prior to being granted access. Failure to obtain or maintain training requirements will result in the loss of access until requirements are met.

Personnel querying databases containing information acquired through SIGINT activities shall structure query terms and techniques in a manner reasonably designed to identify intelligence relevant to an authorized intelligence requirement and minimize the review of personal information not relevant to an authorized intelligence requirement.

Systems containing SIGINT shall record sufficient details of purges to enable oversight and compliance with retention policies.

Dissemination

Dissemination of personal information concerning foreign persons acquired through SIGINT activities is authorized only if the Agency has lawfully collected or received the information in accordance with FISA or Part I of Executive Order 12333 and the processes established by PPD-28, and the dissemination of comparable information concerning U.S. persons would be permitted under Section 2.3 of Executive Order 12333, as listed in the Retention Section above. If the Agency is disseminating personal information concerning a foreign person because it is foreign intelligence, the information must relate to an authorized intelligence requirement, and cannot be disseminated solely because of the person's foreign status. Thus, for example, personal information about the routine activities of a foreign person may not be disseminated unless it relates to an authorized foreign intelligence requirement.

The Agency shall establish policies and procedures reasonably designed to minimize the retention and dissemination of personal information acquired through SIGINT activities.

The Agency shall include personal information in intelligence products and reports only as consistent with applicable IC standards for accuracy and objectivity, and as necessary to meet an analytic or operational purpose, as set forth in relevant IC directives.

When disseminating unevaluated SIGINT that may contain personal information, the Agency will inform the recipient that the dissemination may contain personal information so that the recipient can take appropriate steps to protect that information.

Dissemination of personal information acquired through SIGINT activities to a foreign government is authorized only if the dissemination meets the following criteria:

- the dissemination is in the interests of the United States; and
- the dissemination complies with applicable laws, Executive Orders, and IC policies.

Compliance

Agency policies and procedures shall include appropriate measures to facilitate compliance and oversight of the implementation of safeguards protecting personal information acquired through SIGINT activities, to include periodic auditing against the standards required by this regulation and implementing guidance, and training for personnel authorized to access such information.

Agency information systems will be designed to monitor activity in datasets involving personal information and facilitate the monitoring, recording, and auditing of queries of personal information.

The Agency shall notify personnel how they may securely report violations of law, regulation, or policy.

When a significant compliance issue occurs involving personal information of any person, regardless of nationality, collected as a result of SIGINT activities, the issue shall, in addition to any existing reporting requirements, be reported promptly to the PCLO, who shall determine what, if any, corrective actions are necessary. All significant compliance issues involving personal information shall be promptly reported to the DNI. If the issue involves a foreign person, the DNI, in consultation with the Secretary of State and the Director of the Central Intelligence Agency (D/CIA), shall determine whether steps should be taken to notify the relevant foreign government, consistent with the protection of sources and methods and of U.S. personnel.

Responsibilities

The Director of the Central Intelligence Agency (D/CIA) shall approve any exception to any provision of this regulation that is not required by the Constitution or a statute, Executive Order, proclamation, or Presidential directive, and notify, and if practicable consult in

advance, the ODNI and the National Security Division (NSD) of the Department of Justice (DOJ).

The Deputy Director of Central Intelligence Agency (DD/CIA) or designee shall oversee the annual review of SIGINT priorities and requirements identified by the Agency and advise the D/CIA, for subsequent passage to the DNI and APNSA, on whether such activities should be maintained; manage the Agency's participation in the policy review process for reviewing SIGINT collection activities, to include sensitive SIGINT collection activities and the use of bulk SIGINT.

The Executive Director of the Central Intelligence Agency (EXDIR) or designee shall:

- Establish CIA policies, procedures, and guidance for the implementation of this regulation to include;
 - Training;
 - Limitations on the use of bulk SIGINT;
 - Review of SIGINT collection activities;
 - Procedures to minimize the retention and dissemination of personal information acquired through SIGINT activities; and
 - Other issues, as required;
- In coordination with the Privacy and Civil Liberties Officer (PCLO),
 - Coordinate on novel or unique collection activities, or significant changes to existing collection activities, to ensure that appropriate safeguards are in place to protect personal information acquired through such activities;
 - Establish procedures to receive, evaluate, and report significant compliance incidents for this regulation to the DNI; and
 - Review requests for extended retention of personal information concerning foreign persons acquired through SIGINT activities and advise the DD/CIA and the D/CIA whether they should be transmitted to the DNI;
- Monitor implementation and compliance with the established policies, procedures, and guidance for PPD-28.

The Inspector General shall as part of the IG's statutory responsibilities, conduct audits, inspections, and investigations of CIA programs and operations to determine compliance with applicable laws and regulations.

The PCLO shall:

- provide compliance advice and assistance regarding the requirements of PPD-28, this regulation, or any additional procedures or guidance for PPD-28;
- coordinate on novel or unique collection activities, or significant changes to existing collection activities, to ensure that appropriate safeguards are in place to protect personal information acquired through such activities;
- conduct periodic oversight and assessments of personal information acquired through SIGINT activities to ensure compliance with privacy and civil liberties;

- advise the D/CIA, the DD/CIA, the EXDIR or an appropriate designee and Heads of Directorates and Independent Offices on the development of:
 - procedures to safeguard personal information acquired through SIGINT activities; and
 - privacy and civil liberties training in support of PPD-28 principles;
- produce privacy and civil liberties reports, in coordination with the affected Directorates and Independent Offices;
- report significant compliance issues involving personal information acquired through SIGINT activities to the D/CIA and DNI; and
- coordinate on requests for extended retention of personal information concerning foreign persons acquired through SIGINT activities for privacy and civil liberties issues.

The Heads of CIA Directorates and Independent Offices shall:

- implement the policies, procedures, and guidance established by this regulation in coordination with the EXDIR or designee;
- provide training to personnel who require access in the performance of their duties to personal information acquired through SIGINT activities in the performance of their duties;
- initiate requests to the EXDIR or designee, in coordination with the PCLO, for extended retention of personal information of foreign persons acquired through SIGINT activities;
- on an annual basis, review SIGINT priorities and requirements identified by respective offices and advise the EXDIR or designee on whether these should be maintained;
- working with the EXDIR or designee, participate in the policy review process for SIGINT activities, to include sensitive SIGINT collection activities and permissible uses of bulk SIGINT;
- assist the EXDIR or designee, IG, and PCLO in conducting oversight and periodic assessments of SIGINT collection activities containing personal information; and
- consult with the EXDIR or designee and PCLO on novel or unique SIGINT collection activities and significant changes to existing SIGINT collection activities, to ensure that appropriate safeguards are in place to protect personal information acquired through such activities.

Agency personnel shall:

- comply with the principles, policies, and procedures of this regulation and any implementing guidance; and
- report compliance issues to the appropriate Head of Directorate or Independent Office and the PCLO.



IMPORTANT PAYMENT INFORMATION

Please be advised that there is a delay between the performance date of a song and the payment to you for its performance. It takes several months after the end of each calendar quarter for BMI to receive and process the information from the performance sources logged during that period (i.e. radio and television stations, Internet, etc.)

As a result, checks and statements covering U.S. performances of your works during the first calendar quarter of your affiliation may not be issued for 8 to 9 months after the end of that quarter.

There is an additional period of time required for the collection and transmission of foreign performance royalties.

For more information on BMI's royalty payments please visit our website at <http://www.bmi.com/royalties>.



INSTRUCTIONS FOR COMPLETING THE PUBLISHER APPLICATION FORM

We are delighted that you have expressed interest in affiliation as a BMI publisher. We would like to bring to your attention the fact that affiliation with BMI is likely to be of practical financial benefit to you only if you currently have musical compositions which are being performed or are likely to be performed either publicly or on broadcast or cable media or over the internet. If you have no such compositions, please do not submit the application at this time.

1. NAME OF YOUR PROPOSED PUBLISHING COMPANY

In order to eliminate confusion, it is necessary to reject any name identical with, or similar to, that of an established publishing company. List your name choices in order of preference. Names should not include special characters such as hyphens and ampersands. (Example not allowed: Bard-Mason Music. Allowed: Bard Mason Music).

2. BUSINESS ADDRESS/PHONE/FAX/EMAIL

Enter the complete mailing address of the proposed publishing company. Enter the phone, fax and email address.

3. BUSINESS STRUCTURE

Check the box that applies to the structure of your company and proceed to the appropriate section: A, B, C or D and complete all information as it applies to your company. To assist you in filling out your application correctly and completely, we have provided general information and answers to the most frequently asked questions for each company structure.

A. INDIVIDUALLY OWNED

Processing fee: \$150.00 - **NON REFUNDABLE**

Enter your Social Security number – we cannot process your application without it. Foreign residents (excluding U.S. Citizens or green card holders) must supply a W-8BEN for tax purposes. Non-resident aliens living in treaty countries may qualify for a reduced withholding rate by supplying a U.S. ITIN (individual taxpayer identification number) on a completed W-8BEN form. To apply for a U.S. ITIN complete and return form W-7 to the IRS. Please see www.irs.gov for W-8BEN and W-7 forms. Enter your firm's business address. (If your business address is a P O Box, a different address must be listed for the owner's home address.)

B. FORMALLY ORGANIZED CORPORATION

Processing fee: \$250.00 – **NON REFUNDABLE**

A copy of the Certificate of Incorporation must be submitted with this application.

If you are waiting for your company name to clear at BMI so you can incorporate, you can notify your Secretary of State's office as soon as we have notified you which name we have reserved for you. Once your corporation is established, you will need to provide a copy of the Certificate of Incorporation issued to you by the Secretary of State's office. If the state in which you reside does not issue a Certificate of Incorporation, you must provide a copy of the Articles of Incorporation. This document will either be signed by the Secretary of State or stamped indicating that the corporation has been finalized through the state

STATE OF INCORPORATION: Indicate the state in which your corporation was established.

TAX IDENTIFICATION NUMBER: Enter the nine-digit taxpayer identification number issued to your corporation. (Contact the IRS and request Form SS-4 to apply for this number.)

FORMALLY ORGANIZED CORPORATION (CONTINUED)

LIST ALL STOCKHOLDERS: Enter full names of stockholders. If a company is listed as a stockholder, also list the name(s) of the stockholder(s) of that corporation. If stockholder is a corporation, list the state in which the corporation is established and list the officers of that corporation. Enter home address of each stockholder. This information is kept confidential and is kept on file to use only as a secondary contact for the company. Enter the SS# of each stockholder or the tax ID# if the stockholder is a company. Please indicate if stockholder is not a US citizen and does not have SS #. Enter percentage of ownership for each stockholder. Please advise if there is outstanding stock to be issued. Do not list shares of stock – if shares are issued, you must provide the percentage of stock equal to the number of shares.

LIST ALL OFFICERS: Enter name, address, SS# and office held for each officer.

ADDITIONAL INFORMATION: Notify BMI if your publishing company is a division of an established corporation or if your established corporation is ‘Doing Business As’ (D/B/A) your publishing company.

NON-PROFIT CORP: Provide the following:

- Processing fee: \$250.00 – **NON REFUNDABLE**
- Certificate of Incorporation or Articles of Incorporation, issued by the Secretary of State’s office.
- Tax account number issued to the corporation
- Names of at least three Members or Directors--indicate whether they are Members or Directors--and who elects them
- Home address of each Member/Director
- Social Security # for each Member/Director
- Names and related information for officers in the non-profit corporation

C. PARTNERSHIP

Processing fee: \$250.00 – **NON REFUNDABLE**

TAX IDENTIFICATION NUMBER: Enter the Tax ID # issued to this company. (See additional information below.)

PARTNERS: Enter full name of each partner. Enter the home address of each partner. Enter the SS# for each partner. Indicate if a partner is not a US citizen. Enter the percentage of ownership held by each partner. Percentages must total 100%.

- If a corporation is a partner, list separately the principal owners of the company, their home addresses and Social Security Numbers. Please also provide advise the officers and the state in which it is incorporated.
- Please provide the tax identification number for the partner corporation.
- Addresses are kept confidential and only used for secondary contact purposes.
- For foreign partnerships formed in countries where there is a tax treaty with the United States, a W-8BEN should be submitted with the U.S. tax ID number issued to the company.
- For foreign partnerships formed in countries where no U.S. tax treaty exists, a W-8IMY for the company is required along with W-8BEN forms for each partner.

D. FORMALLY ORGANIZED LIMITED LIABILITY COMPANY

Processing Fee: \$250.00 – **NON REFUNDABLE**

Copy of Articles of Organization must be submitted with the application.

If you are waiting for your company name to clear at BMI in order to file for the LLC, you can notify your Secretary of State’s office as soon as we have notified you which name we have reserved for you. Once your LLC is established, please provide a copy of the Articles of Organization issued by the Secretary of State’s office. Articles of Organization must either be signed by the Secretary of State or stamped indicating date, book and page number showing that the LLC has been filed with the State. If Articles are not available, you must submit a copy of the Operating Agreement. This information is kept confidential.

TAX IDENTIFICATION NUMBER: Enter the nine-digit tax number issued to your LLC.

STATE OF ORGANIZATION: Indicate the state in which your LLC was organized.

LIST ALL MEMBERS: Enter full names of all members. If a company is listed as a member, please indicate the owner(s) name(s) or, if a member is a corporation, list the state in which the corporation was formed and officers of that corporation. Enter home address of each member. This information is kept confidential and used only as a secondary contact for the company. Enter SS# for each member. If a company or corporation is a member, enter that

company's tax number. Please indicate if member is not a US citizen and does not have SS #. Enter the percentage of ownership held by each member.

ADDITIONALLY: Please indicate if your publishing company is a division of your LLC or if the LLC is 'Doing Business As' (D/B/A) the publishing company.

4. OWNERSHIP INFORMATION

Provide the applicable information in this area.

5. WEBSITE INFORMATION

Provide the information in this area only if you want your company information listed on our website – otherwise leave it blank.

6. ADMINISTRATION INFORMATION

If you have entered into an administration agreement with another publisher please list the information in this area.

7. BMI REPRESENTATIVE

If you have a representative that you normally deal with at BMI please list their name.

8. DART ROYALTIES

Please see the included document "Facts About DART Royalties" before completing this section.

9. SUBSTITUTE W-9

This section must be completed by U.S. citizens and green card holders for tax purposes. Foreign residents (excluding U.S. Citizens or green card holders) must supply a W-8BEN and/or W-8IMY form for tax purposes. Non-resident aliens living in treaty countries may qualify for a reduced withholding rate by supplying a U.S. ITIN (individual taxpayer identification number) on a completed W-8BEN form. To obtain an ITIN please submit form W-7 to the IRS. Please see www.irs.gov for W-8BEN, W-8IMY, and W-7 forms.

AUTHORIZED SIGNATURE

Signature on all documents must be in ink and that of the Individual Owner, Partner, an Officer in the corporation, Member of the LLC, or Manager of the LLC if a Manager has been appointed. Documents will not be accepted if they are signed by an attorney, a personal manager, an administrator, or anyone other than the authorized signatory.

ADDITIONAL INFORMATION:

- A. The substitute Form W-9 must be completed. See the Substitute W-9 section above for exceptions.
- B. If a publishing company is INDIVIDUALLY OWNED, the owner's Social Security Number is acceptable as the publishing company's tax number. You do not need to apply for a tax identification number/EIN.
- C. Partnerships, Corporations and LLC are required to obtain a tax identification number/EIN from the IRS. Social Security Numbers are not acceptable for partnerships, LLC's or corporations.
- D. Instructions for obtaining a tax identification number/EIN from the IRS for a partnership, LLC or corporation and notifying BMI are as follows:
 - Complete and return to BMI: signed Publisher Application, both copies of signed contracts, and the affiliation fee.
 - Hold the Form W-9 in your files UNTIL BMI has reserved a name for your publishing company. At that time, contact the IRS and request a Form SS-4 to apply for the taxpayer identification number for your publishing company.
 - As soon as the IRS notifies you of the tax identification number that has been assigned to your publishing company, complete and sign the Form W-9 and return it for final processing of your publisher affiliation to the attention of Publisher Administration, 10 Music Square East, Nashville TN 37203. For faster processing, you may fax the Form W-9 but you must mail the original.

REINSTATING YOUR PUBLISHING COMPANY:

If you had a publishing company affiliated with BMI in the past and wish to re-activate the company, please contact Publisher Administration at 615-401-2000 or publisheradministration@bmi.com.



PUBLISHER APPLICATION

PLEASE READ THE INSTRUCTION PAGES BEFORE BEGINNING. YOUR APPLICATION CANNOT BE PROCESSED UNLESS ALL QUESTIONS HAVE BEEN FULLY ANSWERED. REMEMBER TO COMPLETE AND SIGN ALL DOCUMENTS AND INCLUDE THE APPROPRIATE PROCESSING FEE.

1. Name of Your Proposed Publishing Company:

(In order to eliminate confusion, it is necessary to reject any name identical with, or similar to, that of an established publishing company.)

- 1st Choice: One Hot Ticket Co.
- 2nd Choice: Showbiz Entertainment
- 3rd Choice: Showbiz Entertainment Presents...
- 4th Choice: Psychedellica LLC
- 5th Choice: Psychedellica, Inc.

2. Business Address:

9 E. Loockerman St. #215
Dover, DE 19901

Business Phone: (8182576219 **Fax:** (_____) **Email:** showbizenterprisesceo@gmail.com

3. Business Structure: (Check only one box)

****** FEE MUST BE RECEIVED WITH APPLICATION ******

- A. Individually Owned – Fee: \$150.00
- B. Formally Organized Corporation – Fee: \$250.00
- C. Partnership – Fee: \$250.00
- D. Formally Organized LLC – Fee: \$250.00

PROCEED TO THE SECTION OF THIS APPLICATION THAT IS APPROPRIATE FOR YOUR BUSINESS STRUCTURE.

FOR INTERNAL USE ONLY

<input type="checkbox"/> CHECK <input type="checkbox"/> CASHIER'S CHECK <input type="checkbox"/> MONEY ORDER TO ACCTG: _____	CONTACT NAME: _____	ENTERED BY: _____ VERIFIED: _____	<table style="width: 100%; border: none;"> <tr><td style="width: 10px;">1</td><td>JINGLES</td></tr> <tr><td>2</td><td>TV</td></tr> <tr><td>3</td><td>THEATRE</td></tr> <tr><td>4</td><td>CONCERT</td></tr> <tr><td>5</td><td>JAZZ</td></tr> </table>	1	JINGLES	2	TV	3	THEATRE	4	CONCERT	5	JAZZ
1	JINGLES												
2	TV												
3	THEATRE												
4	CONCERT												
5	JAZZ												

A. INDIVIDUALLY OWNED

Name of Individual: Frost Daniel L. Social Security Number: 026-72-6252
Last First Middle

Complete Address: 9 E. Loockerman St #215 Dover DE 19901
Street City State Zip Code

If you are now or have ever been a writer-member or writer affiliate of BMI, ASCAP, SESAC
or any foreign performing rights organization, enter the information below:

Name of Organization: One Hot Ticket Co. DBA Period of Affiliation: 2012-Present
Showbiz Entertainment

Proceed to page 4 – question 4

B. FORMALLY ORGANIZED CORPORATION

EXACT NAME OF CORPORATION: Psychedellica, Inc.

Does this corporation have a division or DBA at ASCAP or SESAC? Yes No

Division DBA Company Name: Psychedellica ASCAP SESAC

State of Incorporation: DE Tax Identification Number: -

Is your BMI publishing company a division or DBA of your corporation? Division DBA

***** Please submit a copy of the Certificate of Incorporation with the application *****

List All Stockholders:

Name	Home Address & Zip Code	SS# or Tax ID#	% Of Ownership	Is Stockholder A Publicly Traded Corporation ?
HSBC	(Hong Kong, UK)			
J.P. Morgan Chase	8145 Yarmouth ave Reseda, Ca 91335-1546		2.9	
D&B	9 E. Loockerman st #215			Yes
Wells Fargo Bank, N.A.	Dover, DE 19901	Exempt (IRS code 38D)	97.1	Yes

List All Officers:

Name	Home Address & Zip Code	SS# or Tax ID #	Office Held
Dan Frost	(NONE.)		Owner/President/CEO
Steven Fichera	9 E. Loockerman St.		Incorporator
Legalinc Corporate Services, LLC	#215		Agent
Legalforce RAPC Worldwide	Dover, DE 19901		IP Law Firm

Proceed to page 4 – question 4

C. PARTNERSHIP

Tax Identification Number/EIN: 472266123 (cannot be a social security number)

<u>Names of Partners</u>	<u>Home Address & Zip Code</u>	<u>SS# or Tax ID#</u>	<u>% of Ownership</u>
Wells Fargo Bank, N.A.	(NONE.)	026-72-6252	%97.1
J.P. Morgan Chase	8145 Yarmouth ave. Reseda, CA 91335-1546		%2.9

Proceed to page 4 – question 4

D. FORMALLY ORGANIZED LIMITED LIABILITY COMPANY

EXACT NAME OF LLC: Psychedellica, LLC

Does this Limited Liability Company have a division or DBA at ASCAP or SESAC? Yes No

Division DBA Company Name: www.Psychedellica.com ASCAP SESAC

State Where Organized: CA Tax Identification Number: 47-2266123 CP575

Is your BMI publishing company a division or DBA of your LLC? Division DBA

*****Please submit a copy of the Articles of Organization with the application*****

List All Members:

<u>Name</u>	<u>Home Address & Zip Code</u>	<u>SS# or Tax ID#</u>	<u>% of Ownership</u>
Dan Frost- Lead Singer, Exclusive Artist.	(None.)	47-2266123	%97.1
Psychedellica, LLC			

List Manager(s) Authorized Under Articles of Organization, If Any:

<u>Name</u>	<u>Home Address & Zip Code</u>	<u>SS# or Tax ID#</u>	<u>Do they have authority to sign agreements and otherwise act on behalf of the company?</u>
Star Level Entertainment Group (MGMT)	29 Jordan Ave. #18D Canoga Park, CA		With transfer, license, assignment of Power of Attorney only upon final approval by express written consent or verbal one-time consent of Dan Frost per-needed.
Legalinc Corporate Services, LLC. (Registered Agent)	9 E. Loockerman st. #215 Dover, De 19901		
Harry Fox Agency (DMCA Copyright Agent)			
Soundexchange Media, inc. (SR collections)			

Proceed to page 4 – question 4

4. If any owner, stockholder, officer, partner, member/manager, or executive has been or is connected with any other publishing company engaged in the solicitation, publication or exploitation of music, please give following information:

<u>Publishing Company Name</u>	<u>Performing Rights Organization</u>	<u>Position Held</u>
<u>Warner/Chappell P.M. (Publishing Admin.)</u>	<u>ASCAP/BMI/SESAC</u>	<u>Writer,</u>
<u>Warner/Chappell Music,inc(Original Publisher)</u>	<u>ASCAP/BMI/SESAC</u>	<u>Publisher,</u>
<u>Universal Music Group/ (Original Sub- Publisher)</u>	<u>ASCAP/BMI/SESAC</u>	<u>Lead Singer</u>
<u>iNGrooves</u>		

5. Do you wish to have your company information listed on the BMI web site? Yes No

If yes, enter the information below:

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____

Email: _____ Web Page Address (URL): _____

6. Is your publishing company currently being administered by another BMI publishing company? Yes* No

Songcastmusic, inc.
Name of Administrator (please print)

Contact Person (please print)

Address

* You must submit a copy of your Administration Agreement with this application. The Administration Agreement will not be processed until your publisher affiliation has been finalized.

7. Do you have a contact or representative at BMI? Yes No

If yes, please provide their name: Justin Seiser

Proceed to page 5 – question 8

8. Please refer to the insert titled “Facts About DART Royalties” before completing this section. Check one of the boxes below:

- Applicant authorizes BMI under the affiliation agreement to be consummated between applicant and BMI to negotiate, collect and distribute publisher royalties for all of applicant’s musical works payable under the Audio Home Recording Act of 1992 and/or any amendments thereto or substitutions therefore (“AHRA”) and, to the extent possible, collect for and distribute to applicant royalties arising from or as compensation for home recording in countries outside of the United States, its territories and possessions. This authorization shall continue to be effective unless revoked with respect to AHRA for future years upon notice sent to BMI by registered or certified mail, return receipt requested, at least sixty (60) days before the end of any calendar year. Any such revocation shall be effective beginning with the calendar year subsequent to the time of notice and shall in no way affect the period or terms of the affiliation agreement that is in force between applicant and BMI.
- Applicant declines to authorize BMI to represent applicant for AHRA and foreign home recording royalties.

9. SUBSTITUTE W-9 (Request for Taxpayer Identification Number and Certification)

Print or Type See Specific Instructions on page 2 of the Form W-9 at www.irs.gov	Name (as shown on your income tax return)					
	Business name (if different from above)					
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Limited liability company. Enter the tax classification C=C corporation, S=S corporation, P=Partnership) _____ <input type="checkbox"/> Other _____					
	Exempt payee code (if any) _____					
	Address (Number, Street and Apt. or Suite No.)	Requestor’s name and address (optional)				
City, State, ZIP Code						
List account number(s) here (optional)						
Part I Taxpayer Identification Number (TIN)						
Enter your (TIN) in the appropriate box. For individuals, this is your Social Security Number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see Part I instructions on page 3 of Form W-9 at www.irs.gov. For other entities, it is your Employer Identification Number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3 of the Form W-9 at www.irs.gov for guidelines. Note: If the account is in more than one name, see the chart on page 4 of the Form W-9 found on www.irs.gov for guidelines on whose number to enter.		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social Security Number</td> </tr> <tr> <td style="text-align: center;"> + + </td> </tr> <tr> <td style="text-align: center;">Employer Identification Number</td> </tr> <tr> <td style="text-align: center;"> + </td> </tr> </table>	Social Security Number	+ +	Employer Identification Number	+
Social Security Number						
+ +						
Employer Identification Number						
+						
Part II Certification						
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct tax payer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. Citizen or other U.S. person, and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.						
Certification Instructions: You must strikeout the certification item B if you have been notified by the IRS that you are subject to backup withholding due to notified payee underreporting, and you have not received notice that the backup withholding has been cancelled.						
<i>The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.</i>						
	Signature of U.S. Person:	Date:				

NOTICE

It is acknowledged that any contract consummated between applicant and BMI will be entered into in reliance upon the representations contained in this application and the representation that the owners, including partners, are over the age of eighteen. The contract will be subject to cancellation if any question herein contained is not answered fully and accurately or if the true name of each owner, stockholder, officer, partner, member/manager, or executive employee is not reported in question 3 (A, B, C, or D) and 4 hereof.

Date: _____ **Authorized Signature:** _____
 (Signature must be that of an owner, partner, member/manager, or officer)

Print Name of Signatory: _____

SIGNING THE AGREEMENTS:

BOTH COPIES of the agreement must be signed on Page 9 by an owner, partner, officer or member/manager of the publishing company exactly as signed on the application. BMI will enter the date, your company name and address and the period of the agreement in Paragraph 1. The agreement will be effective at the beginning of the calendar quarter in which we received your documents in acceptable form.

RETURNING THE PROPER DOCUMENTS:

YOU MUST RETURN THE FOLLOWING DOCUMENTS TO BMI

1. The completed, signed application
2. Both copies of the signed agreement
3. A cashier's check, money order, or personal check payable to BMI in the amount of \$150 for individually owned publishing companies, or \$250 for partnerships, corporations, and limited liability companies.
4. Foreign residents (excluding U.S. Citizens or green card holders) must supply a W-8BEN and/or W-8IMY form for tax purposes. Non-resident aliens living in treaty countries may qualify for a reduced withholding rate by supplying a U.S. ITIN (individual taxpayer identification number) on a completed W-8BEN form. To apply for a U.S. ITIN complete and return form W-7 to the IRS. Please see www.irs.gov for W-8BEN, W-8IMY, and W-7 forms.

If your company business structure is a corporation or LLC please include a copy of the Articles of Incorporation or Articles of Organization.

Please send the documents to:

Publisher Administration, 10 Music Square East, Nashville, TN 37203.

If you have provided an email address on the application, you will receive an email confirming your affiliation with BMI. The email will also provide information on how to access BMI's Online Services. Online Services is the key to your ability to receive royalties from BMI in the future. In Online Services, you can:

- Register your works so that we can track and pay for performances of your music
- View your catalog and royalty statements
- Change your address
- Go Green! Sign up for direct deposit and paperless statements
- Access exclusive discounts on many products and services such as music equipment, low-cost health insurance and much more through BMI's Platinum Privileges program

An executed copy of your BMI agreement will be sent to you via mail within 4 to 6 weeks of affiliation.

If you have any questions with respect to the application, please contact Publisher Administration at (615) 401-2000 or publisheradministration@bmi.com.

Please direct all other inquiries to the Writer/Publisher Relations office nearest you.

BMI
10 Music Square East
Nashville, TN 37203
(615) 401-2000
nashville@bmi.com

BMI
8730 Sunset Blvd
3rd Floor West
Los Angeles, CA 90069
(310) 659-9109
losangeles@bmi.com

BMI
7 World Trade Center
250 Greenwich Street
New York, NY 10007
(212) 220-3000
newyork@bmi.com

BMI
84 Harley House
Marylebone Road
London NW1 5HN
+44 (0) 20 7486 2036
london@bmi.com

BMI
Miami, FL
(305) 673-5148
latin@bmi.com

BMI
MCS Plaza
255 Ponce de Leon Ave. Suite 208
San Juan, PR 00917
(787) 754-6490
latin@bmi.com

BMI
3340 Peachtree Road NE
Suite 570
Atlanta, GA 30326
(404) 261-5151
atlanta@bmi.com



FACTS ABOUT DART ROYALTIES

Congress enacted a law in 1992 called the Audio Home Recording Act which provides that manufacturers and importers of certain digital home recording equipment and blank media will pay a royalty on each blank audio tape and digital recorder offered for sale in the United States (“digital audio recording technologies” or “DART”). The legislation is designed to compensate the music industry, including writers, composers and publishers of musical compositions, for lost income that results from digital noncommercial home copying of records, CDs, tapes and broadcast transmissions.

The royalty system contained in the law requires a percentage of the price of each covered blank digital tape and digital recording device to be paid to the Copyright Office for distribution. Writers and publishers of musical works are collectively entitled to 33-1/3 percent of the royalties collected each year. The remainder will be distributed to record companies, artists, musicians and unions.

Some music publishers will collect their royalties through the Harry Fox Agency. BMI has, however, been requested by some music publishers who do not license through that agency (or any other publishers’ collective) to have BMI take on the function of collecting and distributing their share of the DART publishers royalties for them. BMI’s distributions of DART royalties to date have been based on a combination of performance data and Sound Scan record sale data. Our traditional performing rights royalties will be kept separate from this new royalty source.

If you want BMI to collect your DART royalties, or any foreign royalties for home recording, it is necessary that you **check the box where indicated on the Publisher Application electing to appoint BMI as your authorized agent.** This will assure that BMI can act on your behalf. This authorization will also allow BMI to collect comparable royalties from foreign countries, several of which have laws that apply more broadly to all analog and digital recording. You may terminate your authorization at the end of any calendar year for future years by giving BMI sixty (60) days written notice prior to the end of the current year.

Please remember that unless you plan to make an individual claim to royalties, which may be costly and time consuming, or to authorize BMI or another publishers’ collective to represent you, you will forfeit your right to receive royalties.



**THIS PAGE TO BE COMPLETED BY BMI.
REMEMBER TO SIGN ON PAGE NINE.**

AGREEMENT made on _____ between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 7 World Trade Center, 250 Greenwich St, New York, NY 10007-0030 and _____ a _____ doing business as _____ ("Publisher"), whose address is _____

WITNESSETH :

1. The term of this agreement shall be the period from _____ *..... TO BE COMPLETED BY BMI* to _____ *..... TO BE COMPLETED BY BMI*, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.

2. As used in this agreement, the word "Work" or "Works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.

C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.

4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:

A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

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operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.

5.

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:

(1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.

(3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.

6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7.

A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.

8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9.

A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.

B. The termination of this agreement shall be deemed subject to any rights or obligations existing between BMI and its licensees under licenses then in effect. As a result thereof, notwithstanding such termination, BMI shall have the right to continue to license all of Publisher's Works in all places and in all media with respect to which such licenses exist as of the date of termination, until such licenses expire.

10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from

this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12.

A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.

(2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.

(3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.

B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

(2) At BMI's request:

(a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.

E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

13. Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.

B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

14.

A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.

B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

16.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of

such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

17. BMI shall have the right, in its sole discretion, to terminate this agreement if:

A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:

(1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

(3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (1) and A (2) of this paragraph 17.

(4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (1) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.

C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.

19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.

21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's address. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.

23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.

24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.

25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.

26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

28. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, INC

By
Vice President

"PUBLISHER"

By
(Authorized Signatory) (Print Name and Title of Signer)

If your company structure is a PARTNERSHIP, all other partners must sign below:

By
Partner Print Name

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**THIS PAGE TO BE COMPLETED BY BMI.
REMEMBER TO SIGN ON PAGE NINE.**

AGREEMENT made on _____ between BROADCAST MUSIC, INC. ("BMI"), a New York corporation, whose address is 7 World Trade Center, 250 Greenwich St, New York, NY 10007-0030 and _____ a _____ doing business as _____ ("Publisher"), whose address is _____

WITNESSETH :

1. The term of this agreement shall be the period from _____ *..... TO BE COMPLETED BY BMI* to _____ *..... TO BE COMPLETED BY BMI*, and continuing thereafter for additional periods of five (5) years each unless terminated by either party at the end of said initial period or any additional period, upon notice sent by registered, certified or Express mail, or other sending method that requires that the date that the item is sent be recorded by the courier (e.g., overnight mail or messenger service), not more than six (6) months or less than three (3) months prior to the end of any such period.

2. As used in this agreement, the word "Work" or "Works" shall mean:

A. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, now owned or copyrighted by Publisher or in which Publisher owns or controls performing rights, and

B. All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatico-musical work) whether published or unpublished, in which hereafter during the term Publisher acquires ownership of copyright or ownership or control of the performing rights, from and after the date of the acquisition by Publisher of such ownership or control.

3. Except as otherwise provided herein, Publisher hereby sells, assigns and transfers to BMI, its successors or assigns, for the term of this agreement:

A. All the rights which Publisher owns or acquires publicly to perform, and to license others to perform, anywhere in the world, in any and all places and in any and all media, now known or which hereafter may be developed, any part or all of the Works.

B. The non-exclusive right to record, and to license others to record, any part or all of any of the Works on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such Work publicly by means of radio and television or for archive or audition purposes. This right does not include recording for the purpose of sale to the public or for the purpose of synchronization (1) with motion pictures intended primarily for theatrical exhibition or (2) with programs distributed by means of syndication to broadcasting stations, cable systems or other similar distribution outlets.

C. The non-exclusive right to adapt or arrange any part or all of any of the Works for performance purposes, and to license others to do so.

4. Notwithstanding the provisions of subparagraph A of paragraph 3 hereof:

A. The rights granted to BMI by said subparagraph A shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera,

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operetta or musical show or more than five (5) minutes from a dramatic or dramatico-musical work which is a ballet, if such performance is accompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

B. Publisher, together with all the writers and co-publishers, if any, shall have the right jointly, by written notice to BMI, to exclude from the grant made by subparagraph A of paragraph 3 hereof performances of Works comprising more than thirty (30) minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (1) a score originally written for or performed as part of a theatrical or television film, (2) a score originally written for or performed as part of a radio or television program, or (3) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

C. Publisher, the writers and/or co-publishers, if any, retain the right to issue non-exclusive licenses for performances of a Work or Works in the United States, its territories and possessions (other than to another performing rights licensing organization), provided that within ten (10) days of the issuance of such license or within three (3) months of the performance of the Work or Works so licensed, whichever is earlier, BMI is given written notice thereof and a copy of the license is supplied to BMI.

5.

A. As full consideration for all rights granted to BMI hereunder and as security therefor, BMI agrees to make the following payments to Publisher with respect to each of the Works in which BMI has performing rights:

(1) For radio and television performances of Works in the United States, its territories and possessions, BMI will pay amounts calculated pursuant to BMI's then standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. The number of performances for which Publisher shall be entitled to payment shall be estimated by BMI in accordance with its then current system of computing the number of such performances.

Publisher acknowledges that BMI licenses performances of the Works of its affiliates by means other than on radio and television, but that unless and until such time as methods are adopted for tabulation of and payment for such performances, payment will be based solely on performances in those media and locations then currently surveyed. In the event that during the term of this agreement BMI shall establish a system of separate payment for performances by means other than radio and television, BMI shall pay Publisher upon the basis of the then current performance rates generally paid by BMI to its other affiliated publishers for similar performances of similar compositions.

(2) For performances of Works outside of the United States, its territories and possessions, BMI will pay to Publisher monies received by BMI in the United States from any performing rights licensing organization which are designated by such organization as the publisher's share of foreign performance royalties earned by any of the Works after the deduction of BMI's then current handling charge applicable to its affiliated publishers and in accordance with BMI's then standard practices of payment for such performances.

(3) In the case of Works which, or rights in which, are owned by Publisher jointly with one or more other publishers, the sum payable to Publisher under this subparagraph A shall be a pro rata share determined on the basis of the number of publishers, unless BMI shall have received from Publisher a copy of an agreement or other document signed by all of the publishers providing for a different division of payment.

B. Notwithstanding the provisions of subparagraph A of this paragraph 5, BMI shall have no obligation to make payment hereunder with respect to (1) any performance of a Work which occurs prior to the date on which BMI shall have received from Publisher all of the material with respect to such Work referred to in subparagraph A of paragraph 12 hereof, and in the case of foreign performances, the information referred to in subparagraph B of paragraph 16 hereof, or (2) any performance of a Work as to which a direct license as described in subparagraph C of paragraph 4 hereof has been granted by Publisher, its co-publishers or the writers, or (3) any performance for which no license fees shall be collected by BMI, or (4) any performance of a Work which Publisher claims was either omitted from or miscalculated on a royalty statement and for which BMI shall not have received written notice from Publisher of such claimed omission or miscalculation within nine (9) months of the date of the royalty distribution seeking to be adjusted.

6. In accordance with BMI's then current standard practices, BMI will furnish periodic statements to Publisher during each year of the term showing the monies due pursuant to subparagraph A of paragraph 5 hereof.

Each such statement shall be accompanied by payment of the sum thereby shown to be due to Publisher, subject to all proper deductions, if any, for taxes, advances or amounts due to BMI from Publisher.

7.

A. Nothing in this agreement requires BMI to continue to license the Works subsequent to the termination of this agreement. In the event that BMI continues to license Publisher's interest in any Work, however, BMI shall continue to make payments to Publisher for such Work for so long as Publisher does not make or purport to make directly or indirectly any grant of performing rights in such Work to any other licensing organization. The amounts of such payments shall be calculated pursuant to BMI's then current standard practices upon the basis of the then current performance rates generally paid by BMI to its affiliated publishers for similar performances of similar compositions. Publisher agrees to notify BMI by registered or certified mail of any grant or purported grant by Publisher directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if Publisher fails so to inform BMI thereof and BMI makes payments to Publisher for any period after the making of any such grant or purported grant, Publisher agrees to repay to BMI all amounts so paid by BMI promptly with or without demand by BMI. In addition, if BMI inquires of Publisher by registered or certified mail, addressed to Publisher's last known address, whether Publisher has made any such grant or purported grant and Publisher fails to confirm to BMI by registered or certified mail within thirty (30) days of the mailing of such inquiry that Publisher has not made any such grant or purported grant, BMI may, from and after such date, discontinue making any payments to Publisher.

B. BMI's obligation to continue payment to Publisher after the termination of this agreement for performances outside of the United States, its territories and possessions, of Works which BMI continues to license after such termination shall be dependent upon BMI's receipt in the United States of payments designated by foreign performing rights licensing organizations as the publisher's share of foreign performance royalties earned by the Works. Payment of such foreign royalties shall be subject to deduction of BMI's then current handling charge applicable to its affiliated publishers and shall be in accordance with BMI's then standard practices of payment for such performances.

8. In the event that BMI has reason to believe that Publisher will receive, or is entitled to receive, or is receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of the Works during a period when such Works were licensed by BMI pursuant to this agreement, BMI shall have the right to withhold payment for such performances from Publisher until receipt of evidence satisfactory to BMI that Publisher was not or will not be so paid by such other organization. In the event that Publisher was or will be so paid or does not supply such evidence within twelve (12) months from the date of BMI's request therefor, BMI shall be under no obligation to make any payment to Publisher for performances of such Works during such period.

9.

A. In the event that this agreement shall terminate at a time when, after crediting all earnings reflected by statements rendered to Publisher prior to the effective date of such termination, there remains an unearned balance of advances paid to Publisher by BMI or any other indebtedness owed to BMI by Publisher, such termination shall not be effective until the close of the calendar quarterly period during which (1) Publisher shall repay such unearned balance of advances or indebtedness, or (2) Publisher shall notify BMI by registered or certified mail that Publisher has received a statement rendered by BMI at its normal accounting time showing that such unearned balance of advances or indebtedness has been fully recouped by BMI.

B. The termination of this agreement shall be deemed subject to any rights or obligations existing between BMI and its licensees under licenses then in effect. As a result thereof, notwithstanding such termination, BMI shall have the right to continue to license all of Publisher's Works in all places and in all media with respect to which such licenses exist as of the date of termination, until such licenses expire.

10. Notwithstanding the termination of this agreement, all of the terms and conditions of this agreement shall continue to apply subsequent to such termination with respect to any Works which may continue to be licensed by BMI and any monies payable to Publisher by BMI pursuant to the provisions of this agreement.

11.

A. BMI shall have the right, upon written notice to Publisher, to exclude from this agreement, at any time, any Work which in BMI's opinion is similar to a previously existing composition and might constitute a copyright infringement, or has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition.

B. In the case of Works which in the opinion of BMI are based on compositions in the public domain, BMI shall have the right, at any time, upon written notice to Publisher, either (1) to exclude any such Work from

this agreement, or (2) to classify any such Work as entitled to receive only a stated fraction of the full credit that would otherwise be given for performances thereof.

C. In the event that any Work is excluded from this agreement pursuant to subparagraph A or B of this paragraph 11, or pursuant to subparagraph C of paragraph 14 hereof, all rights of BMI in such Work shall automatically revert to Publisher ten (10) days after the date of the notice of such exclusion given by BMI to Publisher. In the event that a Work is classified for less than full credit under subparagraph B (2) of this paragraph 11, Publisher shall have the right, by giving notice to BMI within ten (10) days after the date of BMI's notice to Publisher of the credit allocated to such Work, to terminate all rights in such Work granted to BMI herein and all such rights of BMI in such Work shall thereupon revert to Publisher.

12.

A. With respect to each of the Works which has been or shall be published or recorded commercially or synchronized with motion picture or television film or tape or which Publisher considers likely to be performed, Publisher agrees to furnish to BMI:

(1) A completed work registration form available in blank from BMI, unless a cue sheet with respect to such Work is furnished pursuant to subparagraph A (3) of this paragraph 12.

(2) If such Work is based on a composition in the public domain, a legible lead sheet or other written or printed copy of such Work setting forth the lyrics, if any, and music correctly metered; provided that with respect to all other Works, such copy need be furnished only if requested by BMI pursuant to subsection (b) of subparagraph D (2) of this paragraph 12.

(3) If such Work has been or shall be synchronized with or otherwise used in connection with motion picture or television film or tape, a cue sheet showing the title, writers, publisher and nature and duration of the use of the Work in such film or tape.

B. Publisher shall submit the material described in subparagraph A of this paragraph 12 with respect to Works heretofore published, recorded or synchronized within ten (10) days after the execution of this agreement and with respect to any of the Works hereafter so published, recorded, synchronized or likely to be performed prior to the date of publication or release of the recording, film or tape or anticipated performance.

C. The submission of each work registration form or cue sheet shall constitute a warranty and representation by Publisher that all of the information contained thereon is true and correct and that no performing rights in any of the Works listed thereon have been granted to or reserved by others except as specifically set forth therein.

D. Publisher agrees:

(1) To secure and maintain copyright protection of the Works pursuant to the Copyright Law of the United States and pursuant to the laws of such other nations of the world where such protection is afforded; and to give BMI, upon request, prompt written notice of the date and number of copyright registration and/or renewal of each Work registered in the United States Copyright Office.

(2) At BMI's request:

(a) To register each unpublished and published Work in the United States Copyright Office pursuant to the Copyright Law of the United States.

(b) To obtain and deliver to BMI copies of: unpublished and published Works, including any commercial recording of such Works; copyright registration and/or renewal certificates issued by the United States Copyright Office; any agreements, assignments, instruments or documents of any kind by which Publisher obtained the right to publicly perform and/or the right to publish, co-publish or sub-publish and/or the right to administer the performing rights in and/or collect the royalties for any of the Works.

E. Publisher agrees to give BMI prompt notice by registered or certified mail in each instance when, pursuant to the Copyright Law of the United States, (1) the rights granted to BMI by Publisher in any Work shall revert to the writer or the writer's representative, or (2) copyright protection of any Work shall terminate.

13. Publisher warrants and represents that:

A. Publisher has the right to enter into this agreement; Publisher is not bound by any prior commitments which conflict with its undertakings herein; the rights granted by Publisher to BMI herein are the sole and exclusive property of Publisher and are free from all adverse encumbrances and claims; and exercise of such rights will not constitute infringement of copyright or violation of any right of, or unfair competition with, any person, firm, corporation or association.

B. Except with respect to Works in which the possession of performing rights by another person, firm, corporation or association is specifically set forth on a work registration form or cue sheet submitted to BMI pursuant to subparagraph A of paragraph 12 hereof, Publisher has performing rights in each of the Works by virtue of written grants thereof to Publisher signed by the authors and composers or other owners of such Work.

14.

A. Publisher agrees to defend, indemnify, save and hold BMI, its licensees, the advertisers of its licensees and their respective agents, servants and employees, free and harmless from and against any and all demands, loss, damage, suits, judgments, recoveries and costs, including counsel fees, resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by Publisher in this agreement; provided, however, that the obligations of Publisher under this paragraph 14 shall not apply to any matter added to, or changes made in, any Work by BMI or its licensees.

B. Upon the receipt by BMI or any of the other parties herein indemnified of any notice, demand, process, papers, writ or pleading, by which any such claim, demand, suit or proceeding is made or commenced against them, or any of them, which Publisher shall be obliged to defend hereunder, BMI shall, as soon as may be practicable, give Publisher notice thereof and deliver to Publisher such papers or true copies thereof, and BMI shall have the right to participate and direct such defense on behalf of BMI and/or its licensees by counsel of its own choice, at its own expense. Publisher agrees to cooperate with BMI in all such matters.

C. In the event of such notification of claim or service of process on any of the parties herein indemnified, BMI shall have the right, from the date thereof, to withhold payment of all sums which may become due pursuant to this agreement or any modification thereof and/or to exclude the Work with respect to which a claim is made from this agreement until receipt of satisfactory written evidence that such claim has been withdrawn, settled or adjudicated.

15. Publisher makes, constitutes and appoints BMI, or its nominee, Publisher's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in Publisher's name, or otherwise, in BMI's sole judgment, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that, in BMI's sole judgment, may be necessary, proper or expedient to restrain infringement of and/or to enforce and protect the rights granted by Publisher hereunder, and to recover damages in respect of or for the infringement or other violation of said rights, and in BMI's sole judgment to join Publisher and/or others in whose names the copyrights to any of the Works may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to the Works; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 15 shall be at its sole expense and for its sole benefit. Notwithstanding the foregoing, nothing in this paragraph 15 requires BMI to take any proceeding or other action against any person, firm, partnership or other entity or any writer or publisher, whether or not affiliated with BMI, who Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder. In addition, Publisher understands and agrees that the licensing by BMI of any musical compositions which Publisher claims may be infringing Publisher's Works or otherwise violating the rights granted by Publisher hereunder shall not constitute an infringement of Publisher's Works on BMI's part.

16.

A. It is acknowledged that BMI has heretofore entered into, and may during the term of this agreement enter into, contracts with performing rights licensing organizations for the licensing of public performing rights controlled by BMI in territories outside of the United States, its territories and possessions (herein called "Foreign Territories"). Upon Publisher's written request, BMI agrees to permit Publisher to grant performing rights in any or all of the Works for any Foreign Territory for which, at the time such request is received, BMI has not entered into any such contract with a performing rights licensing organization; provided, however, that any such grant of performing rights by Publisher shall terminate at such time when BMI shall have entered into such a contract with a performing rights licensing organization covering such Foreign Territory and shall have notified Publisher thereof. Nothing herein contained, however, shall be deemed to restrict Publisher from assigning to its foreign publisher or representative the right to collect a part or all of the publishers' performance royalties earned by any or all of the Works in any Foreign Territory as part of an agreement for the publication, exploitation or representation of such Works in such territory, whether or not BMI has entered into such a contract with a performing rights licensing organization covering such territory.

B. Publisher agrees to notify BMI promptly in writing in each instance when publication, exploitation or other rights in any or all of the Works are granted for any Foreign Territory. Such notice shall set forth the title of the Work, the Foreign Territory or Territories involved, the period of such grant, the name of the person, firm, corporation or association entitled to collect performance royalties earned in the Foreign Territory and the amount of

such share. Within ten (10) days after the execution of this agreement Publisher agrees to submit to BMI, in writing, a list of all Works as to which Publisher has, prior to the effective date of this agreement, granted to any person, firm, corporation or association performing rights and/or the right to collect publisher performance royalties earned in any Foreign Territory.

17. BMI shall have the right, in its sole discretion, to terminate this agreement if:

A. Publisher, its agents, employees, representatives or affiliated companies, directly or indirectly during the term of this agreement:

(1) Solicits or accepts payment from or on behalf of authors for composing music for lyrics, or from or on behalf of composers for writing lyrics to music.

(2) Solicits or accepts music and/or lyrics from composers or authors in consideration of any payments to be made by or on behalf of such composers or authors for reviewing, arranging, promotion, publication, recording or any other services connected with the exploitation of any composition.

(3) Permits Publisher's name, or the fact of its affiliation with BMI, to be used by any other person, firm, corporation or association engaged in any of the practices described in subparagraphs A (1) and A (2) of this paragraph 17.

(4) Submits to BMI, as one of the Works to come within this agreement, any musical composition with respect to which any payments described in subparagraphs A (1) and A (2) of this paragraph 17 have been made by or on behalf of a composer or author to any person, firm, corporation or association.

B. Publisher, its agents, employees or representatives directly or indirectly during the term of this agreement makes any effort to ascertain from, or offers any inducement or consideration to, anyone, including but not limited to any radio or television licensee of BMI or to the agents, employees or representatives of BMI or of any such licensee, for information regarding the time or times when any such BMI licensee is to report its performances to BMI, or to attempt in any way to manipulate performances or affect the representative character or accuracy of BMI's system of sampling or monitoring performances.

C. Publisher fails to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change of firm name, ownership or address of Publisher.

In the event BMI exercises its right to terminate this agreement pursuant to the provisions of subparagraphs A, B or C of this paragraph 17, BMI shall give Publisher at least thirty (30) days' notice by registered or certified mail of such termination. In the event of such termination, no payments shall be due to Publisher pursuant to paragraph 7 hereof.

18. In the event that during the term of this agreement (1) mail addressed to Publisher at the last address furnished by Publisher pursuant to paragraph 22 shall be returned by the post office, or (2) monies shall not have been earned by Publisher pursuant to paragraph 5 hereof for a period of two consecutive years or more, or (3) the proprietor, if Publisher is a sole proprietorship, shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail, electronic mail ("e-mail") or facsimile number addressed to the last postal or electronic address or transmitted to the last facsimile number furnished by Publisher in writing to BMI's Department of Writer/Publisher Administration and, in the case of the death of a sole proprietor, to the representative of said proprietor's estate, if known to BMI. If Publisher failed to maintain a current address with BMI and BMI has made reasonable good-faith efforts in attempting to locate Publisher without success, BMI shall have the right to terminate this agreement pursuant to this paragraph 18 by regular first-class U.S. mail, in lieu of the means otherwise specified, regardless of anything in paragraph 17 to the contrary. In the event of such termination, no payments shall be due Publisher pursuant to paragraph 7 hereof.

19. Publisher acknowledges that the rights obtained by it pursuant to this agreement constitute rights to payment of money and that during the term BMI shall hold title to the performing rights granted to BMI hereunder. In the event that during the term Publisher shall file a petition in bankruptcy, such a petition shall be filed against Publisher, Publisher shall make an assignment for the benefit of creditors, Publisher shall consent to the appointment of a receiver or trustee for all or part of its property, Publisher shall file a petition for corporate reorganization or arrangement under the United States bankruptcy laws, or Publisher shall institute or shall have instituted against it any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, or, in the event Publisher is a partnership, all of the general partners of said partnership shall be adjudged bankrupts, BMI shall retain title to the performing rights in all Works the rights to which are granted to BMI hereunder and shall subrogate Publisher's trustee in bankruptcy or receiver and any subsequent purchasers from them to Publisher's right to payment of money for said Works in accordance with the terms and conditions of this agreement.

20. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to the American Arbitration Association in New York, New York, for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and shall include the fixing of the costs, expenses and reasonable attorneys' fees of arbitration, which shall be borne by the unsuccessful party. Judgment may be entered in New York State Supreme Court or any other court having jurisdiction.

21. Publisher agrees that it shall not, without the written consent of BMI, assign any of its rights hereunder. No rights of any kind against BMI will be acquired by the assignee if any such purported assignment is made by Publisher without such written consent.

22. Publisher agrees to notify BMI's Department of Writer/Publisher Administration promptly in writing of any change in Publisher's address. Any notice sent to Publisher pursuant to the terms of this agreement shall be valid if addressed to Publisher at the last address furnished in writing by Publisher to BMI's Department of Writer/Publisher Administration.

23. This agreement shall be subject to BMI's standard practices and procedures which are in effect as of the effective date of this agreement and as they may be modified and/or supplemented from time to time.

24. Publisher acknowledges that the relationship between BMI and Publisher which is created by this agreement is one of ordinary contracting parties and is not intended to be a fiduciary relationship with respect to any of the rights or obligations hereunder.

25. Publisher authorizes the inclusion of Publisher's name, likeness and biographical information, and those of Publisher's executive employees, in publicly-distributed material relating to Publisher's association with BMI.

26. This agreement constitutes the entire agreement between BMI and Publisher, cannot be changed except in a writing signed by BMI and Publisher and shall be governed and construed pursuant to the laws of the State of New York.

27. In the event that any part or parts of this agreement are found to be void by a court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

28. All works that were embraced by any prior agreement between Publisher and BMI and in which no other licensing organization controls Publisher's performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to Publisher by BMI or unpaid indebtedness owed to BMI by Publisher shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications. If Publisher has acquired the works of the former BMI affiliate who is indicated on the attached terminated agreement, then all works which were embraced by that agreement and in which no other licensing organization controls the performing right interest shall be deemed embraced by this agreement. Any unearned balance of advances previously paid to said former affiliate by BMI or unpaid indebtedness owed by said former affiliate to BMI shall be deemed to be recoupable by BMI from any monies which become payable to Publisher pursuant to this agreement and any extensions, renewals or modifications.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

BROADCAST MUSIC, INC

By
Vice President

"PUBLISHER"

By
(Authorized Signatory) (Print Name and Title of Signer)

If your company structure is a PARTNERSHIP, all other partners must sign below:

By
Partner Print Name

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