

OLD SLOWPOKE MUSIC, INC

Motion Picture Synchronization and Theatrical Performance License

For good and sufficient consideration, the undersigned Publisher of _____ (referred to hereinafter as "Licensor") hereby grants to Motion Picture Co. of _____

its successors and assigns (referred to hereinafter as "Licensee"), the nonexclusive, irrevocable right to record on film the musical composition identified below in synchronization or timed relation with the motion picture hereinafter specified for the duration of the original period of United States copyright of the said musical composition and the renewal term thereof, provided the Licensor owns or controls such renewal rights, upon and subject to the terms and conditions herein contained.

1. The musical composition covered by this license is entitled:

_____ composed

by _____ and _____

2. Said musical composition may only be recorded in the one motion picture now entitled: _____,

for theatrical and television film release, including trailers thereof.

3. The type of use to be made of said musical composition for such recording is limited to: (Visual-vocal; background instrumental, etc.).

4. The amount of such uses to be made for such recording is limited to: _____.

5. The territory covered by this synchronization license is world-wide.

6. The nonexclusive, irrevocable, limited right, license, privilege and authority publicly to perform and to authorize others to publicly perform, as hereinafter specifically provided, said musical composition as recorded in said motion picture pursuant to the foregoing synchronization license.

7. The right publicly to perform said recording of said musical composition pursuant to this performing right license shall be limited and confined to:

(a) The public performance thereof in the exhibition of said motion picture to audiences in motion picture theatres and other places of public entertainment where motion pictures are customarily exhibited, including by means of the televising of said motion picture direct to audiences in such motion picture theatres and other places of public entertainment where motion pictures are customarily exhibited.

(b) The public performance thereof in the exhibition of said motion picture by means of television (other than as provided in subdivision (a) hereof) upon the express condition, but not otherwise, that at the time of each such performance thereof, from, over or through each television station such station, either directly or as an affiliated station of a television network, shall theretofore have obtained a valid license, separate and apart from this license, to so perform the same in the exhibition of said motion

picture from Broadcast Music, Inc., or from any other society, association, agency or entity having the lawful right to issue such license for and on behalf of Licensor and to collect the license fee for such performance thereof.

(c) The right to publicly perform said recording of said musical composition in the exhibition of said motion picture under the provisions of subdivisions (a) and (b) of this Paragraph 7 shall include such exhibition of excerpts containing said recording taken directly from said motion picture as air, screen or television trailers solely for the purpose of advertising and publicizing said motion picture, but not otherwise.

8. The territory covered by this performing right license is _____.

9. The term of this performing right license is for the remainder of the current term of the United States copyright in said musical composition and the renewal term thereof, provided the Licensor owns or controls such renewal rights.

10. The compensation for the rights granted herein is \$ _____, payable to the undersigned upon Licensees - acceptance of this license.

11. The right publicly to perform said recording of said musical composition for every use and purpose and by every method and means whatsoever in the exhibition of said motion picture outside of the United States of America and its possessions shall be subject to the obtaining of separate licenses therefor from the performing right societies having the lawful right to issue such licenses and to collect the license fees for such performances thereof.

12. Licensor reserves to itself all rights and uses of every kind and nature whatsoever in and to said musical composition other than such limited right of recording and performance specifically licensed hereunder, whether now or hereafter known or in existence, including the sole right to exercise and to authorize others to exercise the same at any and all times and places and without limitation.

Dated

Agreed to and accepted:

MOTION PICTURE COMPANY

By _____

By _____

BY _____

“Licensee”

OLD SLOWPOKE MUSIC, INC.

PUBLISHER

By _____

“Licensor”