

MOTION PICTURE/TV-FILM SYNCHRONIZATION LICENSE

In consideration of the sum of \$ _____, payable on the execution and delivery hereof and upon the agreement hereto and the acceptance hereof as indicated below, the undersigned, for and on behalf of the publisher(s) referred to herein, does hereby give and grant unto:

the non-exclusive, irrevocable right and license to record the following copyrighted musical composition(s) in synchronism or timed-relation with a single episode, program or motion picture made and produced solely for television purposes by the said licensee and now entitled:

| TITLE | WRITERS | PUBLISHER | USE |
|-------|---------|-----------|-----|
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Subject to the following terms and conditions:

This license is granted upon the express condition that the said recording(s) are to be used solely in synchronism or timed relation with said television-film, that no sound records produced pursuant to their license are to be manufactured, sold, licensed or used separately or apart from the said television-film, and upon the further condition that the said television film shall not be exhibited in or televised into theaters or other public places of amusement where motion pictures are customarily shown or places where an admission is charged.

This is a license to record only, and the exercise of the recording rights herein granted is conditioned upon the performance of said musical composition(s) over television stations having valid licenses from the person, firm, corporation or other entity having the legal right to issue performance right licenses on behalf of the owner of such rights in the respective territories in which said musical composition(s) shall be performed hereunder, or for the United States from the owner thereof.

However, the said recording(s) may not be performed by means of so-called "pay" or "subscription" television, or by means of audio visual devices or contrivances such "EVR" or any method or devise similar or analogous there to or otherwise used except in the performance thereof originating from and as actually broadcast by a television station.

This license is granted for the territory of: _____

The term of this license shall be for the period of _____ years from the date hereof, and upon such termination any and all rights given and granted hereunder shall forthwith cease and terminate, including the right to make or authorize any use or distribution whatsoever of said recording(s) of said musical composition(s) in said television-film otherwise.

This license cannot be transferred or assigned by affirmative act or by operation of law, without the express consent of the undersigned in writing.

The undersigned warrants that said publisher(s) are the owners of the recording rights herein licensed, and this license is given without other warranty or recourse, except for their agreement to repay the consideration paid hereunder in respect of any of said musical compositions, if said warranty shall be breached with respect thereto, with the liability for breach of said warranty being limited in any event to the amount of the consideration paid hereunder; with respect to such musical compositions: and the undersigned reserves all rights and uses whatsoever in and to the said musical composition(s) not herein specifically granted.

City: _____

State: _____

Dated: _____

AGREED TO AND ACCEPTED:

By: _____