

PUBLISHING SYNCHRONIZATION, PERFORMANCE AND
MASTER USE LICENSE FOR MOTION PICTURE

DATE: as of November 5, 2008

LICENSOR: **FILL IN ARTIST NAME / BAND NAME**

For Bands

List Individual Members

FILL IN BAND MEMBER NAME
FILL IN BAND MEMBER NAME
FILL IN BAND MEMBER NAME
FILL IN BAND MEMBER NAME
FILL IN BAND MEMBER NAME
FILL IN BAND MEMBER NAME

(individually and collectively, "Licensor")

LICENSEE: FIFTH QUARTER, LLC
c/o Christopher J. Corabi, Attorney at Law P.C.
280 South Beverly Drive, Suite 205
Beverly Hills, California 90212

FILM: THE FIFTH QUARTER; THE LUKE AND JON ABBATE STORY

SONG: **FILL IN SONG NAME**

COMPOSER: **FILL IN COMPOSER NAME**
FILL IN COMPOSER NAME
FILL IN COMPOSER NAME
FILL IN COMPOSER NAME

TYPE AND DURATION: All uses, Full Duration, including "in context" and "out of context" advertising and promotion of the Film whatsoever.

PUBLISHER OF COMPOSITION: (if applicable)	FILL IN PUBLISHER NAME	PUBLISHER'S SHARE
	FILL IN PUBLISHER NAME	PUBLISHER'S SHARE
	FILL IN PUBLISHER NAME	PUBLISHER'S SHARE
	FILL IN PUBLISHER NAME	PUBLISHER'S SHARE

OWNER OF MASTER RECORDING: (the "Master")	FILL IN OWNER NAME	OWNER'S SHARE
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1. Master Use and Synchronization Rights: For good and valuable consideration, Licensor hereby grants to Licensee, its successors, licensees and assigns the following non-exclusive and irrevocable rights throughout the world in perpetuity:

(a) the right to record the Composition in synchronization or timed relation with the Film in any manner, medium, form or language, to make copies of such recordings, and to import such recordings and copies into and exploit them throughout the world in accordance with the terms, conditions and limitations contained in this license;

(b) the right to re-record, reproduce and perform excerpts from the Recording of the type and duration described above in synchronization or timed relation with the Film, to make copies of the Film with the Recordings contained therein and to import such copies into and exploit them throughout the world in accordance with the terms, conditions and limitations contained in this license;

(c) the right to distribute, publicly perform, sell, lease, broadcast, transmit, exhibit and otherwise use and exploit all versions of the Film with the Composition and the Recording (the "Song") contained therein in any media and by any means now known or hereafter devised (including, without limitation, theatrical, non-theatrical, all forms of television (including, without limitation, pay-per-view), all forms of videogram (including, without limitation, DVD, PSP and UMD), websites and other linear on-line transmissions to home monitors);

(d) The right to use the name, likeness, and/or biography of Composer, Artist, Band and/or Publisher in connection with Licensee's references to the Composition and Recording in the advertising, promotion and publicity for the Film and the Soundtrack Albums (as defined below).

(e) (i) the right to utilize the Composition and the Recording, or excerpts therefrom, in the context in which the Composition and the Recording have been recorded in the Film, in promotional trailers, advertisements, and any and all forms of marketing and promotion for the Film (including, without limitation, spots and commercials) or the purpose of advertising, promoting or publicizing the Film, any and all media now known or hereafter devised;

(ii) the right to utilize the Composition and the Recording, or excerpts therefrom, out of the context in which it has been recorded in the Film, in promotional trailers, advertisements, and any and all forms of marketing and promotion for the Film (including, without limitation, spots and commercials) for the purpose of advertising, promoting or publicizing the Film, any and all media now known or hereafter devised;

(iii) the right to utilize the Composition and the Recording, or excerpts therefrom, out of the context in which it has been recorded in the Film, in so-called making-ofs, featurettes and behind-the-scenes programs for the purpose of further advertising, promoting or publicizing the Film, any and all media now known or hereafter devised excluding theatrical;

(iv) the right to utilize the Composition and the Recording in the "deleted scenes" section of all videogram releases of the Film, in all forms of videogram media now known or hereafter devised (including, without limitation, DVD, PSP and UMD);

2. Soundtrack Albums

(a) Licensor hereby grants to Producer the non-exclusive right to embody and reproduce the Master solely on albums and records derived therefrom, in connection with the Film ("Soundtrack Albums"), and in any advertising and promotions relating to the Soundtrack Albums, and to reproduce and exploit the Master on and as part of the Soundtrack Albums and/or such records, advertising and promotions, through any and all media now known or hereafter devised (including, without limitation, phonograph records in all configurations). Licensor hereby warrants and represents that Licensor owns and controls one hundred percent (100%) of all rights in and to the Master, and that no third party consents, licenses and/or permissions regarding Producer's use of the Master hereunder are required. Without limiting the generality of the foregoing, Licensor hereby warrants and represents that the Master does not contain any so-called "samples" or otherwise proprietary material.

(b) Licensor and/or Publisher hereby grant to Producer the non-exclusive right to mechanically reproduce the Composition solely on the Soundtrack Albums and records derived therefrom, and in any advertising and promotions relating to the Soundtrack Albums, and to reproduce and exploit the Composition on and as part of the Soundtrack Albums and/or such records, advertising and promotions, through any and all media now known or hereafter devised (including, without limitation, phonograph records in all configurations). Licensor and/or Publisher hereby warrant and represent that Licensor and/or Publisher own and control one hundred percent (100%) of all rights in and to the Composition, and that no third party consents, licenses and/or permissions regarding Producer's use of the Composition hereunder are required. Without limiting the generality of the foregoing, Licensor and/or Publisher hereby warrant and represent that the Composition does not contain any so-called "samples" or otherwise proprietary material.

(c) Licensor hereby grants to Producer the right to utilize Licensor's name and likeness in connection with the Master, the Composition, the Soundtrack Albums, and any advertising and promotions relating thereto.

(d) The rights granted to Producer by Licensor and/or Publisher hereunder shall be irrevocable, and shall extend throughout the universe and in perpetuity.

3. Soundtrack and Mechanical Royalties:

(a) In full consideration of all of the rights granted to Producer under subparagraph 2(a) above and the exercise of such rights by Producer, solely in the event that the Master is embodied on the Soundtrack Albums, Producer shall pay or cause to be paid to Licensor the following record royalties:

(i) In respect of top-line net sales by Producer or its distributor of the Soundtrack Album sold through normal retail channels in the United States, Licensor shall be entitled to a royalty that shall be defined and paid as follows ("Licensor Royalty"): Licensee shall establish a royalty pool to be shared on a no more or less favorable basis by all other licensors that have submitted songs for review and which were chosen for use in the Film and on the Soundtrack Album via the Licensor's website located at **WEBSITE ADDRESS** (hereinafter, "Submitted Songs"). The royalty pool established for all licensors' Submitted Songs shall consist of all royalties payable by any third party distributor of the Soundtrack Album ("Distributor"), less that percentage of royalties payable directly to Licensee as producer of the Film, and less that percentage of royalties payable to licensors whose compositions and master recordings are included on the Soundtrack Album, but were not submitted to Licensee via Licensee's website (hereinafter, the "Submitted Songs Royalty Pool"). Licensors share of the Submitted Songs Royalty Pool shall be prorated, based upon a fraction, the numerator of which shall be the number of Licensor's Submitted Songs included on the Soundtrack Album, and the denominator of which shall be the total number of Submitted Songs included on the Soundtrack Album. For clarity, if Licensor has one (1) Submitted Song included on the Soundtrack Album, and there are a total of eight (8) Submitted Songs on the Soundtrack Album, Licensor shall be entitled to one-eighth of the Submitted Song Royalty Pool.

(ii) Licensor's Royalty shall be reduced, computed and otherwise determined in the same manner and proportion as Licensee's Soundtrack Album Royalty is reduced, computed and otherwise determined in connection with territory, sales channel, format of Soundtrack Albums, and any other terms and conditions per Licensee's agreement with the Distributor.

(iii) Notwithstanding anything to the contrary contained herein, it is expressly acknowledged and agreed that no record royalties shall be payable pursuant to this subparagraph 2(a) unless and until the distributor of the Soundtrack Albums has recouped from the "all-in" Licensor royalty payable in respect of the Soundtrack Albums all recoupable costs incurred in connection with the

production of the Soundtrack Albums. Following such recoupment, record royalties shall be payable on a prospective basis only.

(b) In full consideration of all of the rights granted to Producer under subparagraph 2(b) above and the exercise of such rights by Producer, solely in the event that the Composition is embodied on the Soundtrack Albums, Producer shall pay or cause to be paid to Licensor and/or Publisher the following mechanical royalties:

(i) With respect to each USNRDC Net Sale of a phonograph record embodying the Soundtrack Albums, a mechanical royalty equal to 75% of the minimum statutory rate applicable pursuant to the United States Copyright Act as of the date hereof.

(ii) With respect to sales other than USNRDC Net Sales (i.e., mid-price records, budget records, records sold through record clubs, foreign sales, etc.), a mechanical royalty equal to fifty percent (50%) of the royalty rate specified in subparagraph 2(b)(i) above.

(iii) Licensor's mechanical royalties shall be reduced, computed and otherwise determined in the same manner and proportion as all other licensor's mechanical royalties is reduced, computed and otherwise determined in connection with territory, sales channel, format of Soundtrack Albums, and any other terms and conditions per Licensee's agreement with the Distributor.

(c) The royalties set forth above shall include all royalties payable to Licensor, and/or Publisher and all third parties entitled to receive any royalties in connection with the rights concerned (including, without limitation, any producer or mixer of the Master and any writers of the Composition), and Licensor and/or Publisher (as applicable) hereby expressly acknowledge and agree that they shall be solely responsible for any payments to third parties.

(d) Producer shall instruct the distributor of the Soundtrack Albums to render royalty statements and payments on a semi-annual basis. In the event that the distributor shall fail or refuse to render statements and payments, Producer shall render statements and payments within thirty (30) days following the receipt by Producer of statements and payments from the distributor. Neither Producer nor the distributor of the Soundtrack Albums shall be obligated to render statements for any semi-annual period in respect of which no royalties are payable hereunder. No royalties shall be payable in respect of phonograph records distributed for promotional purposes, records sold for less than fifty percent (50%) of the applicable wholesale price, or sales for which the distributor of the Soundtrack Albums and/or Producer do not receive payment. The distributor of the Soundtrack Albums and Producer shall be entitled to withhold reasonable reserves in anticipation of potential returns. Each statement shall constitute and account stated and shall be incontestable one (1) year after the date rendered.

4. Reserved Rights: This license does not authorize or permit any use of the Compositions or the Recordings not expressly set forth herein, all rights not expressly granted herein being reserved to the Licensor.

5. Credit: If any music publisher or licensor receives screen credit with respect to a musical composition or pre-existing master recording utilized in connection with the Film, or credit on any Soundtrack Albums, Licensor shall similarly be accorded a such credit with respect to the Composition and the Master in connection with the Film and/or Soundtrack Albums. Notwithstanding the foregoing, all decisions in connection with any credit afforded Licensor shall be in Producer's sole discretion. No inadvertent failure to accord such credit shall be deemed a breach hereof, it being acknowledged that Producer shall use reasonable efforts to correct any such failure on a prospective basis following written notice from Licensor and/or Publisher (as applicable).

6. Requisite Permissions: Licensor will obtain in writing all requisite consents and permissions, if any, including without limitation, those of labor organizations and copyright owners, and will pay all re-use payments, fees, royalties and other sums required to be paid for such consents and permissions, if any, under applicable collective bargaining agreements, or otherwise in connection with Licensee's use of the Compositions and/or Recordings.

7. Warranties and Representations: Licensor warrants and represents that it owns or controls one hundred percent (100%) of the copyright in and to the Composition and the Master set forth herein for the Territory and that it has the right to grant this license and fully perform the terms hereof. Additionally, Licensor warrants and represents that neither the Composition nor the Master incorporate samples, and/or that, in the event that any Composition or Master does incorporate any sample(s), that Licensor warrants and represents that he as all rights, title and interest in said sample(s) necessary to exploit the Composition and Master with the samples embodied therein, nor are copied in whole or in part from, nor are based upon or adapted from any other work, unless specifically provided herein, and that the use of the Composition and the Master as contemplated hereunder shall not infringe upon or violate the copyright, common law rights or any other rights of any person, firm or corporation.

8. Indemnity: Licensor and/or Publisher, as applicable, agree to indemnify, defend and hold harmless Licensee and its successors, licensees and assigns from and against all damages, losses, costs, and expenses (including reasonable outside attorneys' fees and costs) which Licensee or any of its successors, licensees or assigns may suffer or incur by reason of the breach of any of the warranties, and/or representations set forth herein or any provisions set forth in the Agreement. Licensee shall defend, indemnify and hold harmless Licensor against any and all liability, damages, costs and expenses, including reasonable attorneys' fees, in connection with any claim or action (other than those arising out of a breach of Licensor's warranties hereunder or out of any criminal acts or willful misconduct by Licensor) respecting material supplied to Licensee by Licensor and/or in connection with activities regarding the Licensee's development, production, distribution or exploitation of the Film.

9. Assignment: Licensee may assign this Agreement or all or any part of Licensee's rights hereunder to any person or entity. This Agreement shall inure to Licensee's benefit and to the benefit of Licensee's successors and assigns.

10. No Injunctive Relief: Notwithstanding anything to the contrary set forth herein, in the event of a breach by Licensee of any of the terms or provisions of this Agreement, Licensor shall not be entitled to withdraw any of the rights herein granted, rescind this Agreement or seek or obtain injunctive or other equitable relief; Licensor's only remedy shall be the right to seek recovery of monetary damages, if any, in an action at law. Licensor hereby particularly waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.

11. GENERAL.

(a) Notices. All notices hereunder shall be in writing and addressed to the respective addresses set forth below (unless and until written notice to the contrary is received), and shall be given by personal delivery, certified mail (postage prepaid, return receipt requested), by nationally recognized overnight carrier or confirmed facsimile transmission. The date (i) of personal delivery to an office or facsimile transmission, (ii) one (1) business day after the date of mailing with a nationally recognized overnight carrier mailing, or (iii) three (3) business days after the date of mailing by certified mail, as the case may be, shall be deemed the date of service. Until further notice, notices and payments to Licensor shall be sent to Licensor at the address first written above. Notices to Licensee shall be sent to Licensee, c/o Christopher J. Corabi, Attorney at Law, P.C. 280 South Beverly Drive, Suite 205, Beverly Hills, California 90212.

(b) Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts negotiated, entered into and fully performed wholly within such state.

(c) Arbitration. Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the rules and procedures of American Arbitration Association, as said rules may be amended from time to time. The arbitrator may make any interim order, decision, determinations, or award he deems necessary to preserve the status quo until he is able to render a final order, decision, determination or award. Such rules and procedures are incorporated and made a part of this Agreement by reference. The parties shall have the right to engage in pre-hearing discovery in connection with any arbitration proceedings. The parties hereby agree that they will abide by and perform any award rendered in any arbitration conducted pursuant hereto, that any court having jurisdiction thereof may issue a judgment based upon such award and that the prevailing Party in such arbitration and/or confirmation proceeding shall be entitled to recover its reasonable attorneys' fees and expenses. The arbitration will be held in Los Angeles, California and the award shall be final, binding and non-appeal able. The Parties agree to accept service of process in accordance with AAA Rules.

(d). Entire Agreement. The Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior agreements, representations and warranties, if any, made with respect to the subject matter hereof. This Agreement may be amended only by written agreement executed by all of the parties. This Agreement may be executed in counterparts, each of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile shall be equally effective as delivery of a manually executed counterpart of this Agreement. Any Party delivering an executed counterpart by facsimile shall also deliver a manually executed counterpart of this Agreement, but failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement, and the parties hereby waive any right they may have to object to said treatment.

IN WITNESS WHEREOF, the parties have executed the foregoing license as of the day and year set forth above.

DIGITAL SIGNATURE BLOCKS