

SINGLE SONG CO-PUBLISHING AND EXCLUSIVE ADMINISTRATION AGREEMENT

This Agreement (“**Agreement**”) made and entered into as of [REDACTED], 200[REDACTED] by and between **INO RECORDS, LLC** (“**INO**”) 210 Jamestown park, Suite 100, Brentwood, Tennessee 37027 and [REDACTED] (“**Writer**”) (ASCAP)(BMI)(SESAC), [REDACTED] [ADDRESS], and **GIANT IMPACT, LLC** d/b/a Catalyst (“**Co-Publisher**”), 3760 Peachtree Crest, Suite A, Duluth, Georgia 30097. Writer and Co-Publisher may, individually and collectively as the context may require, be referred to as a “**Co-Party**” or the “**Co-Parties.**” INO and Co-Publisher may, individually and collectively as the context may require, be referred to collectively as the “**Publishers.**”

For and in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. **Grant of Rights.**

(a) (i) Writer hereby irrevocably and absolutely assigns, conveys and grants to each INO and Co-Publisher, their successors and assigns fifty percent (50%) of all right, title and interest in the musical composition and related works and materials, including without limitation, the words, lyrics music, titles and characters thereof, written, composed, arranged or adapted, in whole or in part, by Writer and interests of every kind, nature and description in and to the musical composition entitled [REDACTED] (“**Composition**”), alone or in collaboration with others, including but not limited to all worldwide copyrights and renewals and extensions thereof under any present or future laws throughout the universe (“**Territory**”) all of which Writer hereby warrants and represents are and shall at all times be INO and Publisher's exclusive property as the sole owners thereof, free from any adverse claims or rights therein by any other party.

(ii) The Publishers shall each own an undivided fifty percent (50%) interest in the worldwide copyright and all rights in and to the Composition. INO shall have the sole and exclusive right to administer and exploit the Composition. The Co-Parties shall execute and deliver to INO such documents and instruments as INO, in its judgment, may deem necessary or desirable to effectuate the intent and purposes of this Section 1 (a)(ii).

(b) The Composition shall be registered, if at all, by INO in the Publishers’ names with the United States Copyright Office.

(c) Subject to the terms of this Agreement, the rights granted to the Publishers herein shall include, without limitation, the sole, exclusive, irrevocable and perpetual right to administer, control, use, exploit and otherwise deal in the Composition, to print, publish, sell, dramatize, use and license any and all uses of the Composition, to execute in the Co-Parties’ names any and all licenses and agreements whatsoever affecting or respecting the Composition, including but not limited to licenses for mechanical reproduction, printed editions, public performance, dramatic uses, synchronization uses, sub-publication, merchandising and advertising, and to assign or license such rights to others. INO shall have the right to accord such others label and/or album cover and/or sheet music credit. This statement of exclusive

rights is only in clarification and amplification of the rights of INO and not in limitation thereof, and it is intended that INO and its Affiliates, assignees and licensees shall have the fullest possible rights to administer and exploit the Composition.

(d) INO shall have the right to use and allow others to use, without any additional compensation, Writer's legal and professional name, likeness, photographs and biographical material for advertising and purposes of trade in connection with the use and exploitation of the Composition, including without limitation, personality folios, and for so-called "institutional advertisements" for INO's business and products.

(e) Co-Publisher shall execute and deliver to INO copies of letters of direction substantially in the forms of Exhibit A, Exhibit B and Exhibit C, all attached hereto and incorporated herein, and in default thereof INO is hereby authorized and empowered by Co-Publisher to sign copies of these letters for and on behalf of Co-Publisher and submit same to the appropriate agency.

2. **Delivery and Instruments of Transfer.** Writer shall prepare and deliver to INO lyric sheets and a sound recording of the Composition together with complete writer and publisher splits, PRO affiliations and satisfactory written clearance of any and all so-called samples embodied in the Composition. The aforementioned materials shall be delivered to Publisher upon the execution of this Agreement. Simultaneously with the execution of this Agreement, the Co-Parties shall execute a separate instrument of transfer in the form of Exhibit D attached hereto and incorporated herein. Thereafter, the Co-Parties shall also execute and deliver to INO such other documents and instruments with respect to the Composition as INO, in its judgment, may deem necessary or desirable to effectuate the intent and purposes of this Agreement or to evidence the rights granted to INO herein. Notwithstanding the foregoing, the Co-Parties hereby grant to INO the power of attorney to execute on each of their behalf, any such instrument of transfer or any other document or instrument required or desired to be executed by it hereunder which is consistent with the terms of this Agreement, and such agreement, document or instrument thereupon shall be fully valid, effective and operative as if personally executed by the applicable party. Said power of attorney shall be irrevocable and coupled with an interest and shall survive the termination of this Agreement. Writer hereby waives any so-called "moral rights" Writer may have in the Composition.

3. **Royalties.**

(a) INO shall pay to Writer the following royalties with respect to the exploitation of the Composition throughout the Territory:

(i) Mechanical Income - Fifty percent (50%) of INO's Net Receipts derived from the license of the Composition or INO or its Affiliates use of the Composition for use in audio-only records.

(ii) Synchronization Income - Fifty percent (50%) of INO's Net Receipts derived from the license of the Composition or INO or its Affiliates use of the Composition in commercials, films, video games, and any other sound synchronized in

audiovisual works (in any configuration, whether now known or later devised).

(iii) Print Income – Fifty percent (50%) of INO’s Net Receipts derived from the licensing of the Composition or INO or its Affiliates use of the right to print, publish or sell printed editions or other printed reproductions of the Composition.

(iv) Public Performance - Notwithstanding anything to the contrary contained in this Agreement, Writer shall receive the so-called “writer’s share” of public performance royalties throughout the world directly from the performing rights society with which Writer is affiliated, and shall have no claim whatsoever against INO for any royalties received by INO from any performing rights society which makes payment directly to writers, authors and composers. If, however, INO shall collect both the writer's and publisher's share of performance income directly and such income shall not be collected by Writer's public performance society, INO shall pay to Writer fifty percent (50%) of all such Net Receipts received by INO in the United States from the exploitation of such rights in the Composition, throughout the Territory.

(v) Other Income - Fifty percent (50%) of INO’s Net Receipts derived from any exploitation of the Composition not specifically referred to hereinabove; provided, however, Writer shall not be entitled to receive any portion of INO’s Net Receipts for any source of income which pays Writer the so-called “writer’s share” directly.

(b) INO shall pay to Co-Publisher the following royalties with respect to the exploitation of the Composition throughout the Territory:

(i) Mechanical Income – twenty-five percent (25%) of INO’s Net Receipts derived from the license of the Composition or INO or its Affiliates use of the Composition for use in audio-only records.

(ii) Synchronization Income – twenty-five percent (25%) of INO’s Net Receipts derived from the license of the Composition or INO or its Affiliates use of the Composition in commercials, films, video games, and any other sound synchronized in audiovisual works (in any configuration, whether now known or later devised).

(iii) Print Income – twenty-five percent (25%) of INO’s Net Receipts derived from the licensing of the Composition or INO or its Affiliates use of the right to print, publish or sell printed editions or other printed reproductions of the Composition.

(iv) Public Performance - Notwithstanding anything to the contrary contained in this Agreement, Publisher shall receive fifty percent (50%) of INO’s Net Receipts related solely to the so-called “publisher’s share” of public performance royalties throughout the world directly from the performing rights society with which Publisher is affiliated. If, however, INO shall collect both the writer's and publisher's share of performance income directly and such income shall not be collected by Writer's public performance society, INO shall pay to Publisher twenty-five percent (25%) of all such Net Receipts received by INO in the United States from the exploitation of such rights in the Composition, throughout the Territory.

(v) Other Income - twenty-five percent (25%) of INO's Net Receipts derived from any exploitation of the Composition not specifically referred to hereinabove.

(c) INO shall not be required to pay any royalties on professional or complimentary printed copies or records or on printed copies or records which are distributed gratuitously or for advertising, promotional or exploitation purposes. Furthermore, no royalties shall be payable to Writer on consigned copies unless paid for, and not until such time as an accounting therefor can properly be made.

(d) Royalties as specified above shall be payable solely to Writer in instances where Writer is the sole author of a Composition, including the lyrics and music thereof. However, if there are one or more other songwriters and authors together with Writer of the Composition to which INO is required to pay royalties (including songwriters and/or arrangers employed by INO to add, change or translate the lyrics or to revise or change the music), the foregoing royalties shall be divided equally among Writer and the other songwriters and/or arrangers unless another division of royalties shall be agreed upon in writing between the parties concerned and timely written notice of such division is submitted to INO prior to payment. It is agreed and understood that INO shall have the right to cause a variety of printed arrangements to be made of the Composition. If INO causes a vocal and/or instrumental arrangement to be made by someone other than Writer, the foregoing royalties shall be reduced by the sums paid by INO to such person.

(e) INO shall have the right to apply for and collect, on the Co-Parties behalf, all sums which may be payable to them pursuant to provisions of the Audio Home Recording Act of 1992 and all such sums shall be payable to INO as royalties hereunder and shall be subject to all the terms and conditions hereof.

(f) Except as expressly provided in this Agreement, INO shall not be required to make any additional payments of any nature for, or in connection with, the acquisition, exercise or exploitation of rights by INO pursuant to this Agreement. The Co-Parties shall not be entitled to share in any advance payments, guarantee payments or minimum royalty payments which INO shall receive in connection with any sub-publishing agreement, collection agreement, licensing agreement or other agreement covering the Composition.

(g) Except as expressly provided herein, INO and its assigns and licensees shall not be obligated to anyone in respect of any product or any services rendered by Writer hereunder, other than compensation to be paid by INO to the Co-Parties in the manner and for the amount that is specifically provided for herein.

(h) INO shall have the right to withhold from the royalties payable to the Co-Parties hereunder such amount, if any, as may be required under the provisions of all applicable Federal, State and other tax laws and regulations, and the Co-Parties shall execute such forms and other documents as may be required in connection therewith.

(i) The Co-Parties shall promptly report and turn over to INO for accounting

under this paragraph any direct or indirect payments to them received from a third party with respect to the Composition (other than the writer's share of public performance income).

(j) The extent to which INO exploits the Composition or the decision to refrain therefrom, shall be entirely within the discretion of INO and the Co-Parties agree to be bound by such decision.

(k) "**Gross Receipts**" shall mean any and all revenue, income and sums derived and actually received or credited to by INO in the United States. "**Net Receipts**" shall mean [1] Gross Receipts derived by INO from licensing of the Composition or [2] if INO itself exercises any rights hereunder with respect to the Composition, an amount reasonably deemed by INO to be equal to the amount that would have been charged to an unrelated third party for such rights after good faith, arm's length negotiations both less the following:

A. Royalties which shall be paid by INO to any other publishers or writers of the Composition in accordance with their respective pro-rata interest therein;

B. An administration fee of fifteen percent (15%) of Gross Receipts, which shall be retained by INO for its own account;

C. Direct out-of-pocket administrative and exploitation expenses of INO with respect to the Composition, including without limitation, advertising and non-in-house promotion expenses directly related to the Composition, aggregate Demo (as later defined) production costs not recouped from or paid by Writer or other publishers of writers of the Composition; and

D. Attorneys' fees, if any, actually paid by INO for any agreements (other than this Agreement) affecting the Composition or any of them; the defense of claims respecting the Composition; and/or the collection of monies due to the Publishers and Writer respecting the Composition.

E. Collection fees or share of royalties charged by The Harry Fox Agency, Inc., CMRRA or any other such collection agent or administrator which may be used by INO throughout the Territory from the exploitation of the Composition.

4. intentionally deleted without implication.

5. **Accountings.**

(a) Statements as to monies payable hereunder shall be sent by INO to the Co-Parties semiannually within sixty (60) days after each June 30 and December 31 during which Gross Receipts are received. Statements shall be accompanied by appropriate payments after deducting unrecouped Advances during or prior to the period in question, if any, or chargeable costs under this Agreement; provided that INO shall be obligated to pay royalties hereunder only with respect to sums actually received by or credited to INO. Notwithstanding the above, if INO engages the services of a collection agent, statements and royalties shall not be due hereunder

earlier than ninety (90) days after the semi-annual period following INO's receipt of accountings and payments from the collection agent for the applicable period. Royalties for the exploitation of the Composition outside the United States shall not be due and payable by INO until payment therefor (or credit against a prior advance), has been received by INO in the United States in United States dollars. Such royalties shall be computed in the same national currency as INO is accounted to by its licensees, and shall be paid at the same rate of exchange as INO is paid. Upon the submission of each statement, INO may retain, as a reserve against subsequent charges, credits or returns, such portion of payable monies hereunder as shall be necessary and appropriate in its best business judgment, and such reserves shall be liquidated within three (3) accounting periods. INO shall not be required to send the Co-Parties a payment for any period in which the income payable to the applicable party, on a cumulative basis, is One Hundred Dollars (\$100.00) or less. All royalties and other monies, if any, that may be payable under this Agreement shall be payable to the Co-Parties at the address listed above or as INO may otherwise be notified in accordance with Section 11 below.

(b) If INO makes any overpayment to a Co-Party or incurs any cost as a result of the Co-Party's failure to comply with the terms of this Agreement, then, without limiting any of INO's other rights and remedies, such amounts shall constitute a direct debt owed by that party to INO and the party shall, upon INO's demand, reimburse INO for such amount(s). If the party refuses or otherwise fails to reimburse INO for such amounts, INO shall have the right to deduct such amount(s) from any monies otherwise payable to it under this or any other agreement between that party and INO or its Affiliates (it being understood that the total amount of any such reimbursements and/or deductions shall not exceed the aggregate amount due from that party to INO).

(c) The Co-Parties shall be deemed to have consented to all royalty statements and other accounts rendered by INO to them, and said statements and other accounts shall be binding upon the Co-Parties and not subject to any objection for any reason, unless specific objection in writing, setting forth the basis thereof, is given by it to INO within two (2) years from the date rendered. Each Co-Party shall have the right, at its sole expense, to have a certified public account experienced in music publishing audits to examine INO's books and records solely pertaining to the Composition, during INO's usual business hours and upon sixty (60) days written notice. Said books relating to activities and receipts during any accounting period may only be examined once and only once during each twelve (12) month period as aforesaid and during the two (2) year period following the date the statement was rendered. The audit shall be conducted in a manner that will not unreasonably interfere with the normal operation of INO's business. It is specifically understood and agreed that the Co-Parties will not be entitled to examine any manufacturing records and any other records that do not specifically report sales on which royalties are payable to them hereunder. If any payments are due a Co-Party as a consequence of an examination under this Agreement, such payments will be credited to its appropriate royalty account after the execution of a letter of release acknowledging that all controversies between INO and them with respect to the royalty accountings examined by their professional advisors are finally compromised, settled and are deemed conclusive, accepted and binding upon them. Any legal action by a Co-Party with respect to a specific accounting statement or the accounting period to which same relates shall be forever barred if not commenced in a court of competent jurisdiction within three (3) years following the rendition of

such statement. If a Co-Party commences any such suit, the scope of the proceeding will be limited to determination of the amount of the royalties due for the accounting periods concerned, and the court will have no authority to consider any other issues or award any relief except recovery of any royalties found owing. The recovery of any such royalties will be the sole remedy available to that party by reason of any claim related to INO's royalty accountings. Neither Co-Party will have the right to seek termination of this Agreement or avoid the performance of their obligations under it by reason of any such claim. Prior to making any such examination, a Co-Party and its representatives shall execute an appropriate Letter of Confidentiality that prohibits the disclosure of any information derived from such audit to any person, firm or entity other than that party, its attorney or personal or business manager.

6. **Small Performing Rights.**

(a) Small performing rights in the Composition, to the extent permitted by law, shall be assigned to and licensed by the performing rights society to which all parties belong. Said society shall be and is hereby authorized to collect and receive all monies earned from the public performance of the Composition in the United States and Canada and shall be and is hereby directed to pay directly to INO the entire amount allocated by said society as the publisher's share of public performance fees for the Composition for the United States and Canada.

(b) Writer will, at all times, maintain membership in and be a member in good standing with either ASCAP, BMI or SESAC at Writer's sole cost and expense and Co-Publisher shall maintain membership in and be a member in good standing with the same performing rights organization as Writer. If INO shall pay membership fees on Writer's or Co-Publisher's behalf (which INO shall not be obligated to do), INO shall be entitled to deduct such sums out of income otherwise payable to the applicable party hereunder.

(c) If Writer changes affiliation with a performing rights society, it shall promptly notify INO of same and shall execute performance society letters of direction, or other documentation reasonably required by INO to allow INO to implement its rights under this Agreement. If either of the Co-Parties are not affiliated with any such society and/or such affiliation lapses during the Term, INO shall have the right, but not the obligation, to register a one hundred percent (100%) interest in the Composition with any such society in INO's name, subject to the payment of royalties to the Co-Parties hereunder.

7. **Demonstration Recordings.** Writer shall incur no liability for which the Publishers may be responsible in connection with any recording session for the production of a demonstration recording ("**Demos**") without having first obtained INO's written approval as to the nature, extent and limit of that liability. In no event shall Writer incur any expense whatsoever, on behalf of the Publishers without first having received written authorization from INO. Writer shall not be entitled to any compensation (in addition to such compensation as may be otherwise provided for in this Agreement), with respect to services rendered in connection with any Demos. INO shall advance the approved costs for the production of Demos and fifty percent (50%) of those costs shall be deemed Advances. It is agreed that there shall be no charge for studio time or recording equipment costs if Writer owns the recording studio or records the session in a recording studio, which is located in Writer's domicile. All recordings and

reproductions of Demos under this Agreement shall become the sole and exclusive property of INO, free of any claims whatsoever by Writer, Co-Publisher or any person deriving any rights from such.

8. **Right of First Negotiation/Refusal.**

(a) Publisher shall not sell, transfer, assign or otherwise dispose of any interest in the copyright and/or any and all other rights in and to the Composition without first offering to INO the right to buy or acquire such interest at the same bona fide price and pursuant to the same bona fide terms as may be offered to that party by any responsible and unrelated third party, which terms may, however, only provide for payment of cash in lump sum or installments. Publisher shall give INO written notice of any such bona fide and acceptable offer as described above (which notice shall set forth the name of the prospective purchaser, the price, and all other terms of such offer), and INO shall have sixty (60) business days after receipt of such notice in which to notify Publisher whether or not it desires to acquire such interest in the copyright in the Composition at the price and pursuant to the terms set forth in the notice. If INO notifies Publisher of its acceptance of any such offer within sixty (60) days after its receipt thereof, INO and Publisher shall expeditiously prepare and execute an appropriate agreement. The failure or refusal on Publisher's part to execute an appropriate agreement shall not impair the validity of INO's acceptance of such offer. If INO fails to give Publisher written notice within the sixty (60) day period that it is exercising its option to buy or acquire such interest, Publisher shall have the right to accept the bona fide offer by the prospective purchaser, but only as set forth in Publisher's notice to INO, provided, that if Publisher does not accept such bona fide offer from such prospective purchase within ninety (90) days after expiration of the sixty (60) day period, the procedure set forth in this clause shall again be followed by Publisher before Publisher may dispose of such interest in the copyright in the Composition. Upon consummation of such transaction, Publisher shall provide INO with a copy of the final agreement of purchase and sale, which shall be kept confidential by INO and not disclosed to third parties. If not consummated, however, within ninety (90) days after expiration of said 60-day period, the provisions of this paragraph shall apply again. Any purported sale, transfer or assignment of Publisher's rights in the Composition contrary to the provisions of this paragraph shall be void from inception.

(b) (i) Writer and INO hereby acknowledge that the copyright and certain other rights in the Composition vested in the Publishers pursuant to this Agreement may be terminated by Writer or Writer's successors (hereinafter in this Section 8, individually and collectively, "**Writer**") in accordance with the provisions of the United States Copyright Act of 1976, Title 17, U.S.C. Writer and the Publishers further acknowledge that it is their intention that, in the event that said copyright and other rights are terminated by Writer, INO shall have the exclusive right of first refusal with respect thereto, which right of first refusal shall exist as follows.

(ii) Until expiration of a period of sixty (60) days following INO's receipt of a valid notice of termination with respect to said copyright and other rights, Writer shall not negotiate with any third party with respect to the grant, sale, assignment, license or other transfer thereof. During said sixty (60) day period, Writer agrees to negotiate with INO in good faith and to exert best efforts to reach agreement with INO for INO's acquisition of such copyright

and other rights. If INO and Writer fail to reach agreement by the end of said sixty (60) day period, Writer shall be free to negotiate with third parties for the grant, sale, assignment, license or other transfer of such copyright and other rights, but only for terms and conditions more favorable to Writer than those last offered by INO. If Writer receives such an offer from a bona fide third party, which offer Writer wishes to accept, Writer shall notify INO of the terms thereof in writing and INO shall have thirty (30) days from its receipt thereof to notify Writer in writing that it desires to acquire the copyright and other rights subject to such offer on the terms and conditions contained therein. If INO notifies Writer of its acceptance of any such offer within thirty (30) days after its receipt thereof, INO and Writer shall expeditiously prepare and execute an appropriate agreement. The failure or refusal on Writer's part to execute an appropriate agreement shall not impair the validity of INO's acceptance of such offer. If INO does not so notify Writer and Writer does not accept such third party offer, the foregoing procedures shall apply to any future offers which Writer receives and wishes to accept, including any offer containing identical terms and conditions previously rejected by Writer, whether received by Writer from the same or a different third party. Any purported sale, transfer or assignment of Writer's rights in the Composition contrary to the provisions of this paragraph shall be void from inception.

9. **Indemnification and Actions.** Writer shall indemnify save and hold the Publishers, their affiliates, and all officers, agents, licenses and distributors harmless from any and all demands, claims, causes of action (each a "**Claim**"), damages, liabilities, costs, losses, and expenses (including without limitation, legal costs and attorneys' fees) arising out of or connected with any alleged breach or breach of any of the warranties, representations, covenants or agreements which Writer has made in this Agreement or pertaining to any other act, error or omission allegedly committed or omitted by Writer. Writer shall reimburse the Publishers, on demand, for any payment made at any time in respect of any liability or Claim in respect of which the Publishers are entitled to be indemnified. INO may serve notice of such Claim upon Writer, and Writer may, at Writer's sole cost and expense, participate in the defense of any such Claim, provided that INO shall have the right to control the defense thereof subject to the foregoing. INO shall be entitled to settle any such Claim and the Publishers shall be entitled to indemnification in respect of any such settlement. Pending the determination and settlement of any such Claim, INO shall have the right, at its election, to withhold payment to the Co-Parties of any monies otherwise payable to them under this or any other agreement between any of the parties and/or their affiliates, in an amount reasonably related to the Claim and the Publishers' estimated costs and expenses (including legal costs and reasonable attorneys' fees) in connection therewith and INO may set off such sums from such royalties and other sums and apply such sums to satisfy the indemnity obligation hereunder. The Co-Parties shall cooperate fully with INO in the investigation and defense of any Claim. The Co-Parties may participate in the defense of any such Claim through counsel of their selection at their own expense, but INO will have the right at all times, in its sole discretion, to retain or resume control of the defense of such Claim. If there is a recovery by INO of any monies as a result of a judgment or settlement, such monies shall be deemed Net Receipts, after first deducting the expenses of obtaining said monies, including counsel fees, and paying any necessary share thereof to any other writers.

10. **Representations and Warranties.** Writer hereby warrants and represents that:

(a) Writer is at least the age of majority in the state of Writer's residence and

has the right, power and authority to enter into this Agreement and to grant to INO any rights granted herein, and that the exercise by INO of any and all rights with respect to the Composition will not violate or infringe upon any common law or statutory rights of any person, firm or corporation, including, without limitation, contractual rights, copyrights and rights of privacy;

(b) the rights granted herein are free and clear of any claims, rights, demands, liens, security interests or encumbrances;

(c) Writer has not previously and will not later solicit or accept any advance from any third party which would in any manner diminish the monies available to INO in connection with the use, exploitation or administration of the Composition. Writer is entitled to be paid and to collect on all such income (including both the publisher's and songwriter's shares) from the date hereof;

(d) the Composition and all other results and proceeds of the services of Writer under this Agreement, including all of the titles, lyrics and music of the Composition, and each and every part thereof, delivered and to be delivered by Writer under this Agreement are new and original and capable of copyright protection, throughout the Territory; and

(e) the Composition, nor any part thereof, shall be an imitation or copy of, or shall infringe upon any other material, or shall violate or infringe upon any common law or statutory rights of any party including without limitation, contractual rights, copyrights and rights of privacy; and, except as expressly provided for in this Agreement.

11. **Notices and Approvals.**

(a) All notices to any party under this Agreement shall be addressed to the applicable party at the address set forth on page 1 of this Agreement, until a party shall give the others written notice of a new address. All notices shall be delivered by hand or served by certified mail, return receipt requested, postage prepaid, addressed as aforesaid, except that accounting statements and royalty payments shall be made to the Co-Parties by regular mail. The date of personal service or of depositing for mailing, shall be deemed the date of service. Notices to INO shall be addressed to Business Affairs. Copies of all notices to INO shall simultaneously be sent to 515 Countrywood Drive, Franklin, Tennessee 37064, Attention: Vice-President of Business Affairs.

(b) Any request by INO for Writer's consent or approval (whether or not such request for consent or approval is required to be in writing), including without limitation Section 1.(d), shall require Writer's written response within five (5) days following INO's request for same and, if Writer does not respond in writing within such time period, the request shall be deemed approved. Such consent or approval shall not be unreasonably withheld and any failure to so consent or approve must detail the basis for same. Notices from INO to Writer requesting approval or consent shall not be required to be in writing or to be sent via any particular method. Notwithstanding anything to the contrary contained in this Agreement, INO's inadvertent failure to obtain consent or approval in any manner herein shall not be deemed a breach of this Agreement.

12. **Cure.** INO shall not be deemed to be in breach under this Agreement unless a Co-Party shall notify INO thereof in the manner prescribed herein, and INO shall fail to remedy such alleged breach within sixty (60) days after receipt of such notice, unless the alleged breach is of a nature that it cannot practicably be completely remedied within such sixty (60) day period, in which event INO shall be deemed to have timely remedied such alleged breach if INO commences to do so within such sixty (60) day period and proceeds to complete the remedying thereof within a reasonable time thereafter.

13. **Legal Counsel.** The Co-Parties have been represented by independent legal counsel or have had the unrestricted opportunity to be represented by independent legal counsel of its choice for purposes of advising it in connection with the negotiation and execution of this Agreement. If a Co-Party has not been represented by independent legal counsel of its choice in connection with this Agreement, the Co-Party acknowledges and agrees that its failure to be represented by independent legal counsel in connection with this Agreement was determined solely by it. The Co-Parties waive any claim or any defense to the full enforcement of this Agreement based upon the lack of independent, competent or experienced legal representation.

14. **Assignment.** In view of the unique and extraordinary character of the services Writer shall render under this Agreement, neither this Agreement nor any of Writer's obligations hereunder shall be assignable by Writer. Co-Publisher shall not have the right to assign this Agreement without INO's prior written consent. Any attempted assignment or delegation of all or any part of this Agreement and/or of any or all of Writer's and Co-Publisher's rights and/or obligations hereunder shall be null and void and of no legal affect. INO shall have the right to assign this Agreement and any of its rights hereunder and nothing in this Agreement shall restrict INO's right to assign the Composition or rights in the Composition in INO's sole discretion in the ordinary course of business.

15. **Miscellaneous.**

(a) This Agreement shall not be deemed to give any right or remedy to any third party whatsoever unless said right or remedy is specifically granted to such third party by the terms hereof.

(b) This Agreement and the Schedule and Exhibits attached to it sets forth the entire understanding between the parties relating to the subject matter hereof with all prior negotiations and understandings being merged herein, and may not be modified, amended or in any way altered, nor may it be modified by custom and usage of trade or course of dealing except by an instrument signed by all the parties hereto. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by the parties hereto. This Agreement shall be governed by and construed under the laws of the State of Tennessee applicable to Agreements entered into and wholly to be performed therein without regard to conflict of law principles. All claims, disputes, or disagreements which may arise out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the State Courts or Federal District Courts located in Nashville, Tennessee; provided, however, if INO is sued or joined in any other court in respect of any matter which may give rise to a claim by INO hereunder, the Co-Parties consent to the jurisdiction of such court over any such claim which may be asserted

by INO.

(c) Nothing contained in this Agreement shall constitute a partnership or employer/employee relationship between or a joint venture between the parties. Neither party hereto shall hold itself out contrary to the terms of this clause, and neither party shall become liable for any obligation, act or omission of the other party contrary to the provisions hereof. If any provision of this Agreement shall be declared invalid or unenforceable by a court with competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. No waiver of any provision of this Agreement or of any default hereunder shall affect the waiving party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar. Section headings are for reference only and in no way define, limit or determine the intent of the parties hereto or the meaning of any of the provisions hereof

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

INO RECORD, LLC.

“INO”

By: _____
An authorized signatory

GIANT IMPACT, LLC d/b/a Catalyst

“Co-Publisher”

By: _____
An authorized signatory

“Writer”

[Name]

Birth Date: _____

Soc.Sec. #: _____

Exhibit A-1

[PUBLISHER NAME AND ADDRESS]

Dated **[REDACTED]**

American Society of Composers,
Authors and Publishers
One Lincoln Plaza
New York, New York 10023

Ladies and Gentlemen:

You are hereby authorized and directed to send statements to and pay our administrator INO Records, LLC (“**Administrator**”), whose mailing address is 210 Jamestown Park, Suite 100, Brentwood, Tennessee 37027 and we hereby assign to Administrator, all monies payable prior to and after the date hereof, regardless of when earned, as the publisher’s share of public performance royalties with respect to the composition entitled **[REDACTED]**.

The foregoing authorization and direction shall remain in full force and effect until modified or terminated by both the undersigned and Administrator.

Very truly yours,

[Publisher’s Name]

ACCEPTED AND AGREED:

American Society of Composers,
Authors and Publishers

By: _____
An Authorized Signatory

Exhibit A-2

[PUBLISHER NAME AND ADDRESS]

Dated _____

Clearance Department
Broadcast Music, Inc.
10 Music Square East
Nashville, TN 37203

Ladies or Gentlemen:

This is to advise BMI that we have entered into an agreement with another BMI publisher for the administration of the following work(s) previously cleared with BMI on our behalf, and that BMI's records should be marked to reflect the agreement as follows:

Title:

Name of administrator: INO Records, LLC

Effective date of agreement:

Immediately, i.e. effective with the first calendar quarter as of which BMI can change its records.

CHECK
ONE

Effective with performances on and after _____, 20___. (Must be as of the beginning of a calendar quarter, i.e. Jan. 1, April 1, July 1 or Oct. 1.)

Territory:

- World*
- United States
- United States and Canada
- (Other) _____

Checks for all our BMI royalties earned by the work in the territory indicated should be made payable to the administrator and should be sent together with statements and all other correspondence regarding the work to the administrator at its address on BMI's records.

We understand that BMI cannot mark its records at this time so as to indicate the termination date of the administration agreement and that, therefore, the above information will continue to be reflected on BMI's records until such time as the administrator notifies BMI to the contrary.

Very truly yours,

Publisher's Name

ACCEPTED AND AGREED:

Broadcast Music, Inc.

By: _____
An Authorized Signatory

Exhibit A-3

[PUBLISHER NAME AND ADDRESS]

Dated [REDACTED]

SESAC
55 Music Square East
Nashville, TN 37203

Ladies or Gentlemen:

You are hereby authorized and directed to send statements to and pay to our administrator INO Records, LLC, (“**Administrator**”), whose mailing address is 210 Jamestown Park, Suite 100, Brentwood, Tennessee 37027 and we hereby assign to Administrator, all monies payable prior to and after the date hereof (regardless of when earned) as the publisher’s share of public performance royalties with respect to the composition “[REDACTED]”.

The foregoing authorization and direction shall remain in full force and effect until modified or terminated by both us and Administrator.

Very truly yours,

[Publisher’s Name]

ACCEPTED AND AGREED:

SESAC

By: _____
An authorized signatory

Exhibit B

Letter of Direction

[PUBLISHER NAME AND ADDRESS]

Dated [REDACTED]

To: All parties in interest

Please be advised that we have entered into a Single Song Co-Publishing and Exclusive Administration Agreement with INO Records, LLC and its publishing affiliates, for the exclusive right throughout the universe, with respect to the musical composition "[REDACTED]" co-owned by us. Accordingly, effective immediately, checks for all sums now payable or which later become payable for monies earned prior to and after the date hereof (regardless of when earned), together with the applicable statements, and all correspondence, including notices relevant to the composition should be sent to the following address:

INO Records, LLC
210 Jamestown Park, Suite 100
Brentwood, Tennessee 37027

This direction shall remain effective until both INO Media, Inc., and we notify you in writing to the contrary.

Please mark your records accordingly and acknowledge receipt of this notification by signing the enclosed copy and return it to INO Media, Inc. at the address noted above.

Very truly yours,

[Publisher's Name]

AGREED TO AND ACCEPTED:

By: _____
An Authorized Signatory

Exhibit C

[PUBLISHER NAME AND ADDRESS]

Dated as of [REDACTED]

Christian Copyright Licensing International
ATTN: Copyright Administration
17201 N.E. Sacramento
Portland, OR 97230

Gentlemen:

You are hereby authorized and directed to pay our administrator, INO Records, LLC. and its publishing affiliates, (“**INO**“) at 210 Jamestown Park, Suite 100, Brentwood, Tennessee 37027 and we hereby assign to INO, all monies payable from and after the date hereof (regardless of when earned) with respect to the composition “[REDACTED]”.

The foregoing authorization and direction shall remain in full force and effect until modified or terminated by both INO and us.

Very truly yours,

[Publisher's Name]

Exhibit D

Assignment of Copyright and Exclusive Administration Rights

In good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, [redacted] ("**Assignor**") hereby irrevocably and absolutely sells, transfers, assigns and conveys each to INO Records, LLC. and its publishing designee and to Giant Impact, LLC d/b/a Catalyst and its publishing designees (collectively, "**Assignee**") an undivided fifty percent (50%) in and to all of Assignor's right, title, and interest in Assignor's share of the copyright and all other rights, in and to the musical composition entitled "[redacted]" ("**Composition**").

The within assignment, transfer and conveyance includes to each Assignor, without limitation, fifty percent (50%)(i.e., collectively 100% to Assignor) of Assignor's right, title and interest in the titles, words and music of the Composition, any and all works derived therefrom, the United States and worldwide copyrights and renewals and extensions thereof, and any and all other rights that Assignor now has or to which Assignor may become entitled under existing or subsequently enacted federal, state or foreign laws, including, without limitation, the following rights: to reproduce the Composition in copies or phonorecords, to prepare derivative works based upon the Composition, to distribute copies or phonorecords of the Composition and to perform and display the Composition publicly, and to exclusively administer the Composition throughout the world. The within grant further includes the aforesaid undivided interest in any and all causes of action for infringement of the Compositions, past, present and future, and all the proceeds from the Composition accrued and unpaid and hereinafter accruing.

"Assignor"

[Writer's Name]

STATE OF _____)
COUNTY OF _____)

Before me, a Notary Public of the State and County aforesaid, personally appeared [redacted], the within named Assignor, with whom I am personally acquainted or provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and who acknowledged under oath that [he/she] executed the foregoing Assignment of Copyright and Exclusive Administration Rights for the purposes therein contained.

WITNESS my hand and official seal on this the __ day of _____, 20__

My Commission Expires:

Notary Public