

SYNCHRONIZATION LICENSE AGREEMENT

Date: _____

"Licensor": _____

"Licensee": _____

1. Licensor grants to Licensee the non-exclusive rights set forth on Exhibit "A" attached hereto and incorporated by this reference for the exploitation and other use of the musical composition(s) listed on Exhibit "A" (each, a "Composition") in and in connection with the promotional program set forth in Exhibit A (the "Program") pursuant to the terms set forth in Exhibit "A". All expressions used herein, unless separately defined, shall have the meaning given to them in Exhibit A. Where multiple musical compositions are being licensed hereunder, the singular term "Composition" shall refer to each musical composition being licensed. With respect to any musical composition licensed hereunder in which the rights that are the subject of this agreement are owned or controlled by Licensor only in part, the term "Composition" shall only refer to that portion of the composition in which such rights are owned or controlled by Licensor.

2. This agreement does not authorize any use of the Composition that is not set forth in this agreement. All rights not expressly granted in this agreement are reserved by Licensor.

3. To the extent, if at all, that Licensee accords credit to other third party licensors granting rights to incorporate musical compositions into the Event Recording(s) used via one or more Platforms in connection with the Program, Licensee shall accord credit to Licensor (in substantially the form set forth in Exhibit A) in connection with the use of the Event Recording(s) on such Platforms for which credit was given to such other licensor(s), in a size, style and prominence that is substantially similar to the credits accorded to such other licensor(s). The inadvertent failure by Licensee to comply with the foregoing credit obligation shall not be a breach of this agreement, but Licensee shall use commercially reasonable efforts to cure such failure after Licensor provides Licensee with written notice of such failure.

4. Licensor represents and warrants that: (i) it has the legal right and power to enter into and fully perform this agreement and grant the rights granted in this agreement; (ii) its execution and performance of this agreement will not violate any third-party rights, the provisions of any agreement to which it is a party, or any applicable law; (iii) the Composition and the use thereof in accordance with this agreement will not violate any law or infringe upon the rights of any third party (including, without limitation, copyrights, trademark rights and rights of publicity and privacy); and (iv) as between Licensor and Licensee, Licensor shall obtain any and all necessary licenses and consents from, and pay all royalties and other applicable amounts to, any and all applicable songwriters and/or other third parties who are entitled to a royalty arising directly from the permitted exploitation of the Composition hereunder. Licensor shall indemnify, defend and hold Licensee and the Sponsor(s), and their respective parent companies, subsidiaries, associated or affiliated companies, successors, predecessors and assigns, and each of their respective officers, directors, employees, licensees, agents, subcontractors and attorneys harmless of, from and against any and all liabilities, losses, damages, claims and expenses (including, but not limited to, reasonable outside attorneys' fees and court costs, whether or not litigation is actually commenced) arising from or in connection with any third-party claim relating to a breach of Licensor's covenants, obligations, representations and/or warranties set forth in this agreement.

5. Licensee represents and warrants that: (i) it has the legal right and power to enter into and fully perform this agreement; and (ii) its execution and performance of this agreement will not violate any third-party rights, the provisions of any agreement to which it is a party, or any applicable law. Licensee shall indemnify, defend and hold Licensor, its parent companies, subsidiaries, associated or affiliated companies, successors, predecessors and assigns, and each of their respective officers, directors, employees, licensees, agents, subcontractors and attorneys harmless of, from and against any and all liabilities, losses, damages, claims and expenses (including, but not limited to, reasonable outside attorneys' fees and court costs, whether or not litigation is actually commenced) arising from or in connection with any third-party claim relating to a breach of Licensee's covenants, obligations, representations and warranties set forth in this agreement. Except as otherwise set forth herein, Licensee makes no warranty or representation, express or implied, to Licensor.

6. No failure by Licensee to perform any of its obligations hereunder shall be deemed a breach hereof unless and until Licensor has given written notice of such failure to Licensee and Licensee does not cure such failure within thirty (30) days after receipt of such notice. The rights and remedies of each party in this agreement are not to the exclusion of any other rights or remedies of such party, and each party may decline to exercise one or more of its rights and remedies as it may deem appropriate without jeopardizing any other of its rights or remedies. Notwithstanding anything in this agreement, each of the parties may at any time exercise any right it now has or at any time hereafter may be entitled to as a member of the public as though this agreement were not in existence. All parties agree that Licensee's judgment with respect to matters affecting the Program and the marketing and promotion thereof shall not be subject to dispute by Licensor. Nothing contained in this agreement obligates Licensee to use any Composition(s) or other materials in or in connection with the Program or otherwise.

7. Licensor's rights and remedies in the event of a breach of this agreement by Licensee shall be limited to Licensor's right, if any, to recover damages in an action at law, and in no event shall Licensor be entitled by reason of any breach of the agreement or otherwise to enjoin, restrain or seek to enjoin or restrain the Program, use of the Composition(s) or any activities related to any of the foregoing. Neither party hereto will be liable to the other party for any indirect, incidental, consequential, punitive or special damages, arising out of or related to this agreement, including damages for loss of business profits, business interruption, loss of business information, and the like, even if such party has been advised of the possibility of such damages.

8. This agreement is binding upon and shall inure to the benefit of the respective successors, licensees and/or assigns of the parties hereto. Producer may assign its rights and obligations hereunder in whole or part to any Sponsor(s), and each party hereto may assign its rights and obligations hereunder in whole or part to any parent, subsidiary or affiliate, or to any person or entity acquiring all or a substantial portion of the assets or business of such party, and such rights and obligations may be further assigned by any assignee thereof under similar circumstances; provided, however, that the assigning party shall remain secondarily liable for its obligations hereunder. Except as expressly set forth in this agreement, this agreement shall not be deemed to give any right or remedy to any third party. In entering into this agreement, Licensor and Licensee will have the status of independent contractors. Accordingly, there is no joint venture, partnership, agency or fiduciary relationship existing between the parties, and the parties do not intend to create any such relationship by this agreement.

9. All notices to be sent to a party hereunder shall be addressed to such party at the address set forth on the first page hereof or at such other address as such party shall designate in writing from time to time. All notices under this agreement must be in writing in order to be effective, and shall be deemed to have been duly given or made: (i) on the date delivered in person, or (ii) if sent by Federal Express, U.P.S. Next Day Air or other internationally recognized overnight courier service or overnight express mail, with service charges or postage prepaid, on the next business day after delivery to the courier service or express mail service (if sent in time for and specifying next day delivery).

10. This agreement shall constitute a binding and enforceable agreement embodying the entire agreement of the parties hereto with respect to the subject matter hereof, and no modification, amendment or waiver of any provision hereof shall be binding unless confirmed by a written instrument signed by each party hereto. If any term of this agreement or any application thereof is determined, by any legally constituted body having jurisdiction to make such determination, to be illegal, invalid or unenforceable, the remainder of this agreement and any other application of such term or provision shall not be affected thereby, and such illegal, invalid or unenforceable provision shall be reworded, if possible, so as to make it legal, valid and enforceable. The validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and intended to be performed entirely in that state. Any disputes between the parties hereto arising out of or relating to this agreement shall be subject exclusively to the jurisdiction of the state and federal courts sitting in New York, New York.

11. This agreement may be executed in one or more counterparts, each of which when taken together, will be deemed to constitute one and the same instrument. Facsimile and/or electronic signatures on this agreement will be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth above.

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[_____]

[_____]

By: _____
Authorized Signatory

By: _____
Authorized Signatory

EXHIBIT A

Composition(s) / Percentage Controlled:	_____ / ____%
Writer(s):	_____
Program:	_____
Sponsor(s):	_____
Term:	The " <u>Term</u> " is one-hundred [eighty (180) days] following the first use of the Composition(s) as embodied in the Event Recording(s) (as defined below).
"Territory":	The world.
Credit:	_____
Rights Granted:	<p>Licensee and the Sponsor(s) shall have all rights necessary throughout the Territory during the Term to:</p> <p>(a) record, reproduce, edit (including for timing and objectionable content purposes), synchronize, encode and otherwise modify the Composition(s), or any portion thereof, multiple times, for up to its entire length each time (including in each case together with the products, advertising and/or branding of the Sponsor(s), live performance footage, interviews, backstage footage and so-called "B-roll" footage, other visual images and/or other audio, sound effects and other content), in each instance for purposes of creating the Event Recordings and facilitating the use and promotion of the Event Recordings contemplated herein;</p> <p>(b) transmit, distribute, display, communicate, perform and otherwise use and make available to the public the Composition(s) solely as embodied in the Event Recording(s) and solely via the Platforms; and</p> <p>(c) transmit, distribute, display, communicate, perform and otherwise use and make available to the public the Composition(s) solely as embodied in the Event Recording(s), as well as the title of the Composition(s) and the applicable writers' names, in and in connection with the marketing, promotion, advertising and execution of the Program and the availability and use of the Event Recordings.</p> <p>The foregoing rights may be sublicensed by Licensee and the Sponsor(s) solely to facilitate the execution of the Program and the use of the Composition(s) permitted hereunder.</p> <p>As used herein, the term "<u>Event Recordings</u>" means, collectively, the following: (i) full-length concert performance videos capturing artists' performances at concert events occurring in connection with the Program (each, a "<u>Concert Video</u>"); (ii) individual, single-song performance videos derived from the Concert Videos; and (iii) promotional trailers, "best of" videos and other similar compilations derived from or otherwise pertaining to the foregoing concert events.</p>
Platforms:	The " <u>Platforms</u> " are Sponsors' and their respective affiliates' respective branded channels and other digital delivery outlets (e.g., websites, mobile platforms, set-top and desktop apps, video on demand, as advertising, etc.), in each instance solely in the form of streaming transmissions (i.e., no downloading of the Event Recordings will be permitted).
License Fee:	_____ Dollars (\$____), pro-rated to the extent the Composition comprises less than 100% of the musical composition(s) listed above or to the extent Licensor controls rights for less than the entire world.

AGREEMENT FOR PERFORMANCE AND EVENT RECORDINGS

Date: _____

"Lender": _____

"Producer": _____

1. Subject to the consent of Artist's record label set forth on Exhibit A ("Label"), if applicable, which consent will be in the form of the exclusivity waiver set forth below the signature blocks of this agreement (the "Label Waiver"), Lender, on behalf of itself and the artist set forth on Exhibit A ("Artist"), grants to Producer the rights set forth on Exhibit A for the creation of the Event Recordings (as defined on Exhibit A) in connection with the event set forth on Exhibit A (the "Event") and the use of the Event Recordings and other content and materials described on Exhibit A via the media, formats, channels and/or platforms set forth in Exhibit A (collectively, the "Platforms") in and in connection with the promotional program set forth on Exhibit A (the "Program") anticipated to be executed by or on behalf of the Program sponsor(s) set forth in Exhibit A (the "Sponsor(s)"). All expressions used herein, unless separately defined, shall have the meaning given to them in Exhibit A.

2. To the extent, if at all, that Producer accords credit to other recording artists appearing on live recordings used via one or more Platforms in connection with the Program, Producer shall accord credit to Artist (in substantially the form set forth in Exhibit A) in connection with the use of the Event Recording(s) on such Platforms for which credit was given to such other recording artist(s), in a size, style and prominence that is substantially similar to the credits accorded to such other recording artists. The inadvertent failure by Producer to comply with the foregoing credit obligation shall not be a breach of this agreement, but Producer shall use commercially reasonable efforts to cure such failure after Lender provides Producer with written notice of such failure.

3. Lender represents and warrants that: (i) subject to Label executing the Label Waiver, Lender has the legal right and power to enter into and fully perform this agreement and grant the rights granted in this agreement; (ii) without limiting the foregoing, there exists a binding, written agreement between Lender and Artist expressly authorizing Lender to grant rights on Artist's behalf as contemplated herein; (iii) subject to Label executing the Label Waiver, Lender's execution of this agreement, and its and Artist's performance of this agreement, will not violate any third-party rights, the provisions of any agreement to which it is a party or any applicable law; (iv) the Event Recording(s) and all other content or materials licensed hereunder, and the use thereof in accordance with this agreement, will not violate any law or infringe upon the rights of any third party (including, without limitation, copyrights, trademark rights and rights of publicity and privacy); and (v) as between Lender and Producer, Lender shall obtain any and all necessary licenses and consents from, and pay all royalties and other applicable amounts to, Artist, Label and any and all other applicable musicians, vocalists and/or other third parties who are entitled to a royalty arising from the permitted use of the Event Recording(s) and all other content or materials licensed hereunder. Lender shall indemnify, defend and hold Producer and the Sponsor(s), and their respective parent companies, subsidiaries, associated or affiliated companies, successors, predecessors and assigns, and each of their respective officers, directors, employees, licensees, agents, subcontractors and attorneys harmless of, from and against any and all liabilities, losses, damages, claims and expenses (including, but not limited to, reasonable outside attorneys' fees and court costs, whether or not litigation is actually commenced) arising from or in connection with any third-party claim relating to a breach of Lender's or Artist's covenants, obligations, representations and/or warranties set forth in this agreement.

4. Producer represents and warrants that: (i) it has the legal right and power to enter into and fully perform this agreement; and (ii) its execution and performance of this agreement will not violate any third-party rights, the provisions of any agreement to which it is a party, or any applicable law. Producer shall indemnify, defend and hold Lender, Artist and Label, and their respective parent companies, subsidiaries, associated or affiliated companies, successors, predecessors and assigns, and each of their respective officers, directors, employees, licensees, agents, subcontractors and attorneys harmless of, from and against any and all liabilities, losses, damages, claims and expenses (including, but not limited to, reasonable outside attorneys' fees and court costs, whether or not litigation is actually commenced) arising from or in connection with any third-party claim relating to a breach of Producer's covenants, obligations, representations and warranties set forth in this agreement. Except as otherwise set forth herein, Producer makes no warranty or representation, express or implied, to Lender, Artist, Label or any third party.

5. No failure by Producer to perform any of its obligations hereunder shall be deemed a breach hereof unless and until Lender has given written notice of such failure to Producer and Producer does not cure such failure within

thirty (30) days after receipt of such notice. The rights and remedies of each party in this agreement are not to the exclusion of any other rights or remedies of such party, and each party may decline to exercise one or more of its rights and remedies as it may deem appropriate without jeopardizing any other of its rights or remedies. Notwithstanding anything in this agreement, each of the parties may at any time exercise any right it now has or at any time hereafter may be entitled to as a member of the public as though this agreement were not in existence. All parties agree that Producer's judgment with respect to matters affecting the Program and the marketing and promotion thereof shall not be subject to dispute by Lender, Artist or Label. Nothing contained in this agreement obligates Producer to use any Event Recordings or other materials in or in connection with the Program or otherwise.

6. Each of Lender's, Artist's and Label's rights and remedies in the event of a breach of this agreement by Producer shall be limited to Lender's right, if any, to recover damages in an action at law, and in no event shall Lender, Artist or Label be entitled by reason of any breach of the agreement or otherwise to enjoin, restrain or seek to enjoin or restrain the Event, the Program, use of the Event Recordings or any activities related to any of the foregoing. Neither party hereto will be liable for any indirect, incidental, consequential, punitive or special damages, arising out of or related to this agreement, including damages for loss of business profits, business interruption, loss of business information, and the like, even if such party has been advised of the possibility of such damages.

7. This agreement is binding upon and shall inure to the benefit of the respective successors, licensees and/or assigns of the parties hereto. Producer may assign its rights and obligations hereunder in whole or part to any Sponsor(s), and each party hereto may assign its rights and obligations hereunder in whole or part to any parent, subsidiary or affiliate, or to any person or entity acquiring all or a substantial portion of the assets or business of such party, and such rights and obligations may be further assigned by any assignee thereof under similar circumstances; provided, however, that the assigning party shall remain secondarily liable for its obligations hereunder. Except as expressly set forth in this agreement, this agreement shall not be deemed to give any right or remedy to any third party. In entering into this agreement, Lender and Producer will have the status of independent contractors. Accordingly, there is no joint venture, partnership, agency or fiduciary relationship existing between the parties, and the parties do not intend to create any such relationship by this agreement.

8. All notices to be sent to a party hereunder shall be addressed to such party at the address set forth on the first page hereof or at such other address as such party shall designate in writing from time to time. All notices under this agreement must be in writing in order to be effective, and shall be deemed to have been duly given or made: (i) on the date delivered in person, or (ii) if sent by Federal Express, U.P.S. Next Day Air or other internationally recognized overnight courier service or overnight express mail, with service charges or postage prepaid, on the next business day after delivery to the courier service or express mail service (if sent in time for and specifying next day delivery).

9. This agreement shall constitute a binding and enforceable agreement embodying the entire agreement of the parties hereto with respect to the subject matter hereof, and no modification, amendment or waiver of any provision hereof shall be binding unless confirmed by a written instrument signed by each party hereto. If any term of this agreement or any application thereof is determined, by any legally constituted body having jurisdiction to make such determination, to be illegal, invalid or unenforceable, the remainder of this agreement and any other application of such term or provision shall not be affected thereby, and such illegal, invalid or unenforceable provision shall be reworded, if possible, so as to make it legal, valid and enforceable. The validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and intended to be performed entirely in that state. Any disputes between the parties hereto arising out of or relating to this agreement shall be subject exclusively to the jurisdiction of the state and federal courts sitting in New York, New York.

10. This agreement may be executed in one or more counterparts, each of which when taken together, will be deemed to constitute one and the same instrument. Facsimile and/or electronic signatures on this agreement will be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth above.

[_____]

[_____]

By: _____
Authorized Signatory

By: _____
Authorized Signatory

ARTIST INDUCEMENT

The undersigned, referred to in the agreement above as "Artist", hereby acknowledges that he/she has read and is familiar with all the terms and conditions of the agreement above, assents to the execution thereof by the entity referred to therein as "Lender", guarantees the performance by such entity of such agreement, and agrees to be bound by all of the terms and conditions thereof.

[_____]

LABEL WAIVER

The undersigned, referred to in the agreement above as "Label", hereby acknowledges that it has read the agreement above and consents to the execution of the same by the person(s) and entity(ies) respectively referred to as "Artist" and "Lender," consents to the granting by Artist and Lender of all the rights granted by Artist and/or Lender therein, agrees to be bound by any provisions in such agreement which expressly refer to Label, and agrees to waive any exclusive rights it may have in and to the services of Artist solely as it relates to Artist's performance(s) and appearance(s) on the Event Recording(s) and the other content and materials licensed under such agreement, and the exploitation of the rights granted in such agreement.

[_____]

By: _____
Authorized Signatory

EXHIBIT A

Event:	Live concert performance by Artist on or about _____, 20__ at _____ in _____, _____. As between Producer and Lender, _____ shall be responsible for staging the Event.
Program:	_____
Sponsor(s):	_____
Artist:	_____
Label:	_____
“Term”:	[One-hundred eighty (180) days] following first use of the Event Recording(s), the first [ninety (90) days] of which shall constitute the “ Exclusive Period ” and the subsequent [ninety (90) days] of which shall constitute the “ Non-Exclusive Period ”.
“Territory”:	The world.
Credit:	_____
Services:	<p>Artist agrees that, as part of the Event, Artist will appear and perform no fewer than [eight (8)] individual songs in front of a live audience. Artist will also participate in an interview to be conducted during the Event.</p> <p>Artist will also promote the Event and the availability of the associated Event Recordings at least once prior to the Event and at least once following the Event, in each instance through artist-affiliated channels within the Platforms and through Artist’s applicable communication outlets and social media properties such as Twitter, Facebook, Instagram, Vine, Artist’s website(s), newsletter(s), etc. (e.g., Event day reminder tweets to fans and post-Event tweets with instructions for how to access the applicable Event Recordings, etc.), and make itself reasonably available to Producer and the Sponsor(s) to coordinate and effectuate such promotion. Notwithstanding the foregoing or anything to the contrary in this agreement, in no instance will Artist be required to endorse any Sponsor or any of their respective products or services.</p>
Rights Granted:	<p>(i) Producer and its designee(s) shall have the right, but not the obligation, to access the Event and to film, record and photograph Artist at and in connection with the Event (including, without limitation, all musical performances, rehearsals, interviews and other activities occurring therein and/or in connection therewith) and to create still photographs, audio-only recordings and/or audiovisual recordings therefrom (collectively, “Event Recording(s)”).</p> <p>(ii) Producer and the Sponsor(s) shall have all rights necessary throughout the Territory during the Term, but not the obligation, to:</p> <p style="padding-left: 40px;">(a) reproduce, edit (including for timing and objectionable content purposes), synchronize, encode and otherwise modify the Event Recording(s), or any portion thereof, multiple times, for up to its entire length each time (including in each case together with the products, advertising and/or branding of the Sponsor(s), other visual images and/or other audio, sound effects and other content), to facilitate the use of the Event Recordings by means of the Authorized Uses (as defined below);</p> <p style="padding-left: 40px;">(b) exhibit, transmit, distribute, display, communicate, perform and otherwise use and make available to the public Artist’s performance(s) at the Event and the Event Recording(s) solely via the Platforms by means of the Authorized Uses; and</p> <p style="padding-left: 40px;">(c) reproduce, display, transmit, make available and otherwise use the Event Recordings and the name(s), voice(s), likeness(es), images and biographical materials of Artist and all of Artist’s members, employees, contractors and associated personnel, in and in connection with the marketing, promotion,</p>

	<p>advertising and execution of the Program, the Event and the availability and use of the Event Recordings.</p> <p>The foregoing rights may be sublicensed by Producer and the Sponsor(s) solely to facilitate the execution of the Program and the use of the Event Recordings permitted hereunder.</p>
Authorized Uses:	<p>Producer's rights to make available Artist's performance(s) at the Event and the Event Recordings as set forth herein shall apply in respect of the following uses (collectively, the "Authorized Uses"), in each instance solely in streaming format:</p> <p>(i) <u>Concert Video</u>: A full-length concert performance video to be (a) transmitted in its entirety in the form of a live, linear digital video stream, and (b) retransmitted in an unlimited number of retransmissions (including in an edited form), each made available solely in the form of a linear, non-interactive (i.e., not on-demand) digital video stream;</p> <p>(ii) <u>Single-Song Performance Videos</u>: Individual, single-song performance videos derived from the Event; and</p> <p>(iii) <u>Trailers</u>: Promotional trailers, "best of" videos and other similar compilations derived from the Event Recordings.</p>
"Platforms":	<p>Sponsors' and their respective affiliates' respective branded channels and other digital delivery outlets (e.g., websites, mobile platforms, set-top and desktop apps, video on demand, as advertising, etc.).</p>
Ownership:	<p>As between Producer and Lender, all rights, title and interests in and to the Event Recordings (excluding any and all Producer and/or Sponsor-owned or affiliated products, advertising, branding, images or other content or materials (collectively, "Excluded Property")) at all times were intended to be and are hereby confirmed to be "works made for hire" (within the meaning of the United States Copyright Act, as amended, 17 U.S.C. §§ 101, et seq.) for Lender. In the event that the Event Recordings or any portion(s) thereof (excluding the Excluded Property) are deemed not to be works made for hire for Lender, then Producer hereby irrevocably transfers and assigns to Lender, throughout the universe and in perpetuity, all rights, title and interests in and to the Event Recordings or the applicable portions thereof (excluding the Excluded Property).</p> <p>Notwithstanding the foregoing, the rights in and to the Event Recordings granted herein shall be exclusive to Producer and the Sponsor(s) during the Exclusive Period, and accordingly neither Lender, Artist, Label nor any of their respective distributors, assigns, licensees or designees (other than Producer, the Sponsor(s) and their sublicensees) shall be permitted to use, or to authorize the use of, the Event Recordings during the Exclusive Period.</p> <p>For the avoidance of doubt, Lender shall be permitted to use, and to authorize the use of, the Event Recordings at any and all times after the Exclusive Period (including during the Non-Exclusive Period) without obligation to Producer; provided, however, that in connection with all such use: (a) Lender shall remove any and all Excluded Property from the Event Recordings (or obtain all necessary rights, licenses and consents and pay all applicable royalties and other amounts required to be paid for such use(s) which include any Excluded Property); and (b) Lender shall be solely responsible for obtaining and paying for any and all necessary clearances, approvals and licenses from any and all third parties whose appearance, performance, contributions or other content or materials are embodied in the Event Recordings (including, without limitation, Artist and all producers, mixers, engineers, camera crew, musicians, vocalists and other contributors) as well as any and all persons and entities who may have an interest in or to the musical composition(s) embodied in the Event Recordings.</p>
Compensation:	<p>_____ Dollars (\$) (_____) payable to _____.</p>