

## RECORDING AGREEMENT

This recording agreement (hereinafter the "Agreement") is entered on this \_\_\_\_ day of \_\_\_\_, 2012, between **Lil Fats, Inc.** of 1233 SE 122nd Avenue Portland, Oregon 97233 (hereinafter "**Company**"), and [Artist's legal name] \_\_\_\_\_ of [Artist's address] \_\_\_\_\_ (p/k/a/ "**[stage name]**" \_\_\_\_\_) (hereinafter "**Artist**") (hereinafter collectively "**Parties**") and shall become effective immediately upon execution by all Parties.

### IT IS HEREBY UNDERSTOOD:

1. Company is an organization which specializes in, among other things, the production and distribution of recorded music;
2. Artist is a musical performing and recording artist presently known as "[Artist's stage name] \_\_\_\_\_";
3. Company and Artist wish to enter into this Agreement for the production and distribution of Artist's recorded music, as provided below.

### IT IS, THEREFORE, AGREED AS FOLLOWS:

#### A. Definitions

1. "**Compilation**" shall refer to an album released by Company containing sound recordings of musical compositions written and performed by various musical artists.
2. "**composition**" shall refer to the melody, lyrics, and arrangement of a musical "song," and "**Composition**" shall refer specifically to the melody, lyrics, arrangement, and all other elements comprising the any and all compositions written or owned by Artist contained on the Master.
3. "**master**" shall refer to a sound recording embodying a performance of a distinct musical compositions, and "**Master**" shall refer specifically to each and every master embodying Artist's performance of a distinct musical composition recorded and delivered by Artist to Company in satisfaction of Artist's obligations under this Agreement.
4. "**Net Publishing Profits**" shall refer to any gross amounts received by Company throughout the Territory from the exploitation of the Composition, including, but not limited to, public performance income, mechanical income, synchronization income, and any other net income to Company derived from the exploitation of any other rights in the Composition, less any and all costs actually advanced or incurred by Company in connection with the administration and exploitation of the Composition, including, but not limited to: (i) all costs of copyrighting the Composition; (ii) fees of a trustee or collecting agent for the licensing of recording or other rights in the Composition; (iii) the costs of creating and exploiting new material added to the Composition; (iv) all costs and expenses incurred in connection with the protection of Company's rights hereunder including, but not limited to, legal and accounting fees; (v) the costs of any phonograph records or digital copies of the Composition distributed for promotional purposes and the out-of-pocket costs of such distribution; (vi) and the costs of printing, arranging, and transcribing lead sheets for the Composition; and (vii) costs of advertising and promoting the Composition. Any portion of music publishing ownership, income participation, or administration required to be assigned or conveyed to clear the usage of a Sample or to settle a claim in connection with a Sample shall moreover be deducted from Artist's share of Net Publishing Profits.
5. "**Net Recording Profits**" shall refer to any gross amounts received by Company throughout the Territory from the exploitation of the Master in any media or configuration now known or hereafter devised, including, but not limited to, all digital exploitations, electronic transmissions, streams, ancillary exploitations, mobiletones, ringtones, ringbacks, mastertones, mobile and ECD material, whether directly or through a third-party license, less the following, whether advanced or incurred by Company directly in relation to the Master or in relation to a Compilation, and other masters contained on such Compilation, on which the Master is utilized: (i) returns, offsets, credits, deductions, charges, charge-backs and adjustments; (ii) any and all advances and recording costs paid by Company; (iii) distribution and services fees payable to any distributors and digital aggregators; (iv) any and all costs actually advanced or incurred by Company in connection with the administration and exploitation of the Single and any Compilation on which the Single is utilized, including, but not limited to, all costs of copyrighting the Single and any Compilation on which the Single is utilized; (v) fees of a trustee or collecting agent for the licensing of recording or other rights in the Single and any Compilation on which the Single is utilized; (vi) the costs of creating and exploiting new material added to the Single; (vii) all costs and expenses incurred in connection with the protection of Company's rights hereunder including, but not limited to, legal and accounting fees; (viii) the costs of any phonograph records or digital copies of the Single distributed for promotional purposes and the out-of-pocket costs of such distribution; (ix) and costs of advertising and promoting the Single and any Compilation on which the Single is utilized.

- a. In the event that Artist's Master are utilized on a Compilation or other album containing recordings by other artists, gross receipts shall be prorated by multiplying them by a fraction, the numerator of which is the number of Artist's Masters on the Compilation and the denominator of which is the total number of royalty-bearing masters on the Compilation. Artist's share of Net Recording Profit, as set forth in Section D *supra*, resulting from utilization of Artist's Master in a Compilation shall be calculated from these pro rata gross receipts.
  - b. In the event legislation is enacted in the United States requiring the payment of copyright royalties for the public performance of sound recordings, and Company receives such royalties with respect to any Master produced under this Agreement, and Artist does not receive payment of such royalties from an individual or organization other than Company, Net Recording Profits hereunder shall include the portion of such royalties required by law or required by Company's applicable collective bargaining agreement.
6. **"Recording Costs"** shall include all payments to vocalists, musicians, arrangers, sketchers, conductors, orchestrators, producers, engineers, mixers, re-mixers, contractors, and copyists in connection with the recording of the Master or any other master utilized on a Compilation on which Artist's Master are also utilized, inclusive of all union scale payments, payroll taxes, payments based on payroll made to any labor unions, advances, royalties, and fees paid to a producer, studio costs, transportation costs, hotel and living expenses incurred in the connection of the recording of the Master or any other master utilized on a Compilation on which Artist's Master are also utilized, by any of the foregoing individuals, tape and editing costs, mastering costs, video production costs, and all other costs and expenses customarily recognized as "recording costs" in the recorded music industry.
  7. **"Sample"** shall refer to a portion of recorded music and the composition embodied in that recorded music, the copyright to which belongs to an individual or entity other than Artist, utilized by Artist on the Master.
  8. **"Single"** shall refer to a recording of one musical "song," delivered on a Master of not less than three (3) minutes in playing duration, and shall be of a quality which is standard for commercial distribution of a single within the recorded music industry. Company may, however, in its sole discretion, accept delivery of a Single which is less than three (3) minutes in playing duration.
  9. The **"Term"** of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of twelve (12) months following Artist's delivery of the Single to Company in full compliance with all of the requirements set forth in Section C *infra*, except that, as specifically provided herein, certain provisions of this Agreement shall continue throughout the life of the copyright in the Master and the life of the copyright in the Composition, inclusive of any renewals and extensions thereof.
  10. The **"Territory"** of this Agreement shall be the Universe.

## B. Company's Services

1. At Company's sole discretion, Company shall engage its services to release Artist's Single through digital or physical mediums. Pursuant to the provisions of this Agreement, Company shall be free to release the Master on Compilations containing recordings written and or performed by other artists, or in any other format as Company deems appropriate at Company's sole discretion. Company shall, moreover, be free to release the Single in multiple formats, including, but not limited to, on multiple Compilations. Company shall not be obligated to so release Artist's Master, Single, or Composition hereunder, and Artist shall not be entitled to any relief of remedies hereunder for Company's failure to release the Master, Single, or Composition.
2. Company shall have the right to make all artistic and business decisions regarding any release of the Master, including Compilations on which the Master are utilized, including, but not limited to, selection of other artists and singles for inclusion on such Compilations, liner notes, artwork, packaging, and other materials to accompany the Compilations, marketing and promotion of the Compilations, and pricing of the Compilations.

## C. Artist's Commitment

1. Artist shall allow Company's representatives to attend any or all recording sessions involving the Master taking place during the Term of this Agreement.
2. Artist shall comply with all applicable rules and regulations of all unions having jurisdiction with respect to the recording of the Master.
3. Artist shall obtain all written consents, clearances, licenses, and releases necessary for use of any elements used in connection with the Master.
4. Artist agrees to deliver to Company sufficient Master recordings, in the form of fully mixed and edited digital master recordings, to constitute one (1) complete Single within three (3) months following the commencement of this Agreement. A Master shall not be considered "delivered" until received by Company in the condition described in Sections C.5-C.7 *infra* of this Agreement and including all of the additional materials required by those Sections. In the event that Artist fails to deliver such Master to Company within three (3) months following the commencement

of this Agreement, Company shall have the right to terminate this Agreement in its entirety, without limiting any other rights and remedies available to Company hereunder or otherwise by law resulting from such a breach by Artist. This three-month (3) period during which Artist must deliver the Master to Company may be extended at Company's sole discretion.

5. Prior to or concurrent with delivery of the Master, Artist shall deliver to Company:
  - a. All multitrack tapes recorded in connection with the recording project, including, but not limited to, all twenty-four (24) track master tapes;
  - b. A detailed list setting forth the location, format, and number of all such multitrack tapes and the facilities used in connection with the particular recording project;
  - c. A complete list of the song title (and any subtitles), names of composers, complete publisher information, and performing rights organization affiliations, and any and all other information required for Company to secure copyright protection in the Master for and in Company's name, in typed legible form; and
  - d. All lyrics contained on the Master, in typed legible form.
6. The Master recorded by Artist pursuant to this Agreement shall be subject to Company's approval as technically and commercially satisfactory in Company's sole judgment for the manufacture and sale of recorded music. In the event that Company fails to approve any such Master, Artist shall take any action Company deems necessary to obtain Company's approval. Without limiting the foregoing, Company reserves the right to reject any Master that Company believes is offensive to reasonable standards of public taste or in violation of the rights of others. As and when requested by Company, Artist or Artist's producer shall edit, mix, and re-record, as Company deems necessary, the Master created pursuant to this Agreement. Company shall, moreover, be free to edit, mix, and re-record the Master as Company, in its sole discretion, deems appropriate, without consent from or notice to Artist.
7. Prior to or concurrent with delivery of the Single to Company, Artist must deliver to Company a complete listing, including the dates, nature, purpose, and any and all recipients, of all prior releases of any Master or Composition recorded on the Master submitted to Company pursuant to this Agreement, including, but not limited to, any and all displays, performances, and distributions on the internet, including, but not limited to, "social networks," "blogs," and other websites, and any distributions to individuals and organizations other than Company made via email, postal mail, hand delivery, mobile communication, or any other method, regardless of whether such display, performance, or distribution was for commercial, promotional, nonprofit, or other purposes. Company shall not be required to accept delivery of a previously released Master or Composition hereunder but may, in its sole discretion, choose to do so.
8. Artist shall, with Company's input, make all necessary arrangements for the preparation of liner credits, liner notes, and any photographs or other artwork which Company desires to include with a Compilation or other release of the Single.
9. Artist agrees not to enter into any agreement throughout the Territory for the Term of this Agreement which would interfere with the full and prompt performance of Artist's obligations hereunder. Artist agrees to refrain from performing or rendering any services for the purpose of making musical recordings, whether under the name "[Stage Name] \_\_\_\_\_" or any other name, for any person other than Company throughout the Territory upon execution of this Agreement until Artist has delivered the Single to Company in full satisfaction of all requirements set forth in of this Agreement without prior express written approval from Company.
10. Artist agrees not to "re-record" the Composition contained on the Master delivered under this Agreement for seven (7) years subsequent to the expiration of this Agreement without express written consent from Company.
11. Artist acknowledges that in rendering Artist's Services to Company pursuant to this Agreement, Artist is strictly an "independent contractor," and nothing contained in this Agreement shall be deemed to establish an agency, employment, or partnership relationship between Artist and Company. Any applicable provisions of a relevant collective bargaining agreement between Company and any labor organization shall be deemed incorporated herein where required by the terms of such agreement.

#### **D. Profit Split Provision**

1. As good and valuable compensation for, and conditioned upon, Artist's completion of all the material terms and conditions of this Agreement, Company shall pay to Artist fifty percent (50%) of Net Recording Profits, with Net Recording Profits to be determined pursuant to the definition of such set forth in Section A.5 *supra*. Artist's share of Net Recording Profits derived from a Compilation shall be determined on a pro-rata basis, as set forth in Section A.5.a *supra*.
2. Artists share of Net Recording Profits shall include and constitute any and all royalties payable to Artist as an artist or producer, and Artist shall not be entitled to, nor have any claim to, any additional compensation, monetary or otherwise, from Company in exchange for Artist's delivery of the Single to Company or any of the rights associated

therewith pursuant to this Agreement. In the event that Artist chooses to take on the role of "producer," "engineer," or any other role beyond that of a recording artist for Artist's own Master, Artist shall not be entitled to any additional compensation for such. Nothing contained in this Paragraph shall, however, be deemed to limit or otherwise affect Artist's share of Net Publishing Profits as set forth in Section G.4 *infra* of this Agreement.

3. Pursuant to this Agreement, Company shall own the Master and related materials throughout the Territory for the life of the copyright in such, inclusive of any extensions and renewals thereof. Artist's entitlement to fifty percent (50%) of Net Recording Profits shall likewise continue throughout the Territory for the life of the copyright in such, inclusive of any extensions and renewals thereof.
4. Artist shall not be entitled to Artist's share of Net Recording Profits until such time as all advances, including all recording costs and line producer payments and any other recoupable costs pursuant to Section D.5 *infra* of this Agreement, have been recouped from Artist's share of Net Recording Profits and until such time as monies are actually paid to and received by Company.
5. All monies paid by Company to Artist or on Artist's behalf, if any, including, but not limited to, advances to Artist or on Artist's behalf, independent promotion costs, recording costs, marketing costs, tour support, licensing fees, and mechanical royalties shall be deducted solely from Artist's share of Net Recording Profits.
  - a. Artist shall be strictly and solely responsible to pay from Artist's share of Net Recording Profits all payments, including advances, record and producer royalties, mechanical royalties, and licensing fees due to any producers, writers, publishers, or other third parties (including Artist himself where acting in such a third-party role), due in connection with Artist's writing, recording, performing, sale, or any other use in the creation of or in connection with the Master.
  - b. Artist's share of Net Publishing Profits as set forth in Section G.4 *infra* of this Agreement shall not, however, be deducted from Artist's share of Net Recording Profits.

**E. Artist's Grant of Rights to Company**

1. Artist warrants and represents that, with the exception of any "Samples" which have been made known to Company and which have been legally cleared and licensed at Artist's sole cost and expense, that Artist is the sole author and creator of the performances embodied on any Master delivered by Artist to Company pursuant to this Agreement, that the Master does not infringe upon the rights of any individual or organization, that the creative contributions of Artist to the Master are and will be new and original, and that no such creative contributions are or will be an imitation or copy of any other musical performance.
2. For good and valuable consideration described in Section D *supra*, Artist hereby irrevocably grants, transfers, sells, sets over, assigns, and conveys to Company all rights, title, and interest, throughout the Territory, including any copyright and renewals, extensions, and reversions thereof in any and all Masters delivered pursuant to this Agreement, along with any and all rights and privileges attaching to those rights, title, interest, and copyright throughout the Territory for the life of such copyrights, including any extensions and renewals thereof.
3. Pursuant to the transfer described in the immediately preceding Paragraph, Company shall have the sole and exclusive unlimited right throughout the Territory for the life of the copyrights in the Master, including any renewals and extensions thereof:
  - a. Copyright such Master in Company's name as the "owner" and "author" thereof, including, but not limited to, any Master transferred by Artist to Company pursuant to this Agreement which may have been previously registered with the Copyright Office prior to such transfer, and to secure any and all renewals and extensions of such copyrights;
  - b. Manufacture and distribute digital versions derived from the Master;
  - c. To publicly perform such Master and to permit the public performance thereof in any medium;
  - d. To import, export, sell, market, lease, transfer, or otherwise deal or dispose of the Master under any trademarks, trade names, and labels;
  - e. To remix, edit, or adapt the Master to conform to technological or commercial requirements in various formats now known or hereafter developed;
  - f. To eliminate elements from the Master which may subject Company to any legal action;
  - g. To use and authorize the use of the Master for background music, synchronization in motion pictures and television soundtracks, and other similar purposes, including, but not limited to, use in commercials for any product in any and all media;

- h. To reproduce, adapt, edit, remix, alter the title thereof, and otherwise use and authorize the use the Master in any manner;
  - i. To grant to third parties any of the rights granted hereunder to Company; and
  - j. To delay or refrain from any of the foregoing.
4. Artist hereby grants Company the right to make all decisions regarding marketing/promotion and finances/expenses of the Master for the life of the copyright in the Master, inclusive of any extensions or renewals thereof.
5. Artist hereby grants Company the exclusive right, and the right to grant others such right, for the life of the copyright in the Master, including any renewals and extensions thereof, to use and reproduce any and all artwork included with the Master and graphic materials used for marketing and publicity of the Master, including reproductions and adaptations thereof in connection with the promotion and sale of the Master.

**F. Mechanical Licenses**

- 1. Artist shall cause the copyright owners to issue to Company or its licensees mechanical licenses for all musical compositions, other than the Composition, contained on Master made hereunder at rates and upon terms no less favorable to Company than those contained in the then-current standard mechanical licenses issued by Rights Flow, Inc. or The Harry Fox Agency, Inc.
- 2. Different versions of the same composition shall be considered one (1) composition, to the extent allowable by United States copyright law, for purposes of obtaining mechanical licenses and calculating mechanical royalties.
- 3. Artist hereby acknowledges that pursuant to Section G.2 *infra* of this Agreement, any and all of Artist's rights, title, and interest in the Composition shall be transferred to Company. Artist acknowledges that Artist shall, therefore, not be entitled to any mechanical royalties from Company with regard to the Master and the Composition contained on the Master.

**G. Artist's Composition on the Master**

- 1. Artist warrants and represents that, with the exception of any "Samples" which have been made known to Company and which have been legally cleared and licensed at Artist's sole cost and expense, that Artist is the sole author and creator of the Composition contained on the Master, that the Composition does not infringe upon the rights of any individual or organization, that the creative contributions of Artist to the Composition are and will be new and original, and that no such creative contributions are or will be an imitation or copy of any other music composition.
- 2. For good and valuable consideration described below, Artist hereby irrevocably grants, transfers, and assigns to Company all rights, title, and interest, throughout the Territory, including any copyright and renewals thereof in the Composition, along with any and all rights and privileges attaching to those rights, title, interest, and copyright, including, but not limited to, any publishing rights.
- 3. Subsequent to such transfer by Artist, the entire copyright and all other rights, title, and interests in and to the Composition shall vest solely and one-hundred percent (100%) in Company, and its successors, assigns, and transfers, for the entire period of copyright and all extensions and renewals thereof and thereafter for exploitation by any means whether now known or hereafter invented throughout the Territory free from all restrictions. Accordingly, Company shall have the exclusive right with regard to the Composition for the duration of the life of the Copyright in the Composition, inclusive of any renewals and extensions thereof to:
  - a. Copyright such Composition in Company's name as the "owner" and "author" thereof, including, but not limited to, any Composition transferred by Artist to Company pursuant to this Agreement which may have been previously registered with the Copyright Office prior to such transfer, and to secure any and all renewals and extensions of such copyright;
  - b. Print, publish, and sell printed copies of the Composition in any and all parts of the Territory;
  - c. To grant non-exclusive licenses to manufacture parts for mechanical and electrical reproduction including phonographic records and transcriptions and the right to license the manufacture, distribution, and sale of phonographic records containing any of the Composition, and to collect all royalties and fees payable by reason thereof;
  - d. To grant the rights of public performance of the Composition, including broadcasting, television, and other methods now known or hereafter developed, and to license such rights throughout the Territory, and to collect all royalties and fees payable by reason thereof including any and all performance monies or royalties payable to Company with respect to the Composition by the American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI"), or any other performing rights organization;

- e. To grant licenses for synchronization, recording, reproduction, and use of the Composition in and with motion picture, television films, and commercial advertisements, and to make copies of the recordings thereof, and to import, distribute, and exploit such copies throughout the Territory;
  - f. To collect any and all royalties, fees, and other monies earned with respect to the Composition;
  - g. To make any and all arrangements and adaptations of the Composition of any kind or nature, to produce any new lyric thereof or translation of the original lyrics thereof, to change the title thereof, and to do every other act and thing necessary to make the Composition suitable and proper for publication throughout the Territory (and to publish, use, and exploit the Composition with or without any such arrangement, adaptation, new lyric, or translation thereof throughout the Territory);
  - h. To grant to third parties any of the rights granted hereunder to Company; and
  - i. To otherwise administer and grant right in, to, and under the Composition and the copyrights therein, whether such rights are now known or hereafter developed, including without limitation the exclusive right to license all uses on and in connection with the internet and mobile technologies.
4. As good and valuable consideration for Artist's foregoing grant, transfer, and assignment of the rights, privileges, and copyright ownership in the Composition, Company shall pay to Artist fifty percent (50%) of Company's Net Publishing Profits for the duration of the life of the copyright in the Composition, inclusive of any extensions and renewals thereof.
- a. Artist shall not be entitled to Artist's share of Net Publishing Profits until such time as all recoupable costs pursuant to have been recouped from Artist's share of Net Publishing Profits and until such time as monies are actually paid to and received by Company.
5. Artist shall obtain the written consent from any individual or organization with whom Artist has collaborated as an author, composer, arranger, or adaptor of any of the Composition, that such individual or organization shall be bound by the terms and conditions of this Agreement with respect to all the results and proceeds of such a collaborative effort.

#### **H. Artist's Warranties, Representations, Restrictions, and Indemnities**

- 1. Artist warrants that Artist is under no disability, restriction, or prohibition with respect to Artist's ability to legally enter this Agreement and fully comply with all of its terms and conditions and to grant all of the rights herein granted.
- 2. Artist further represents that no act or omission by Artist hereunder will violate the right or liability of any person and that none of the Master produced hereunder, nor any of the performances or Composition contained thereon, nor any authorized use thereof by Company or its grantees, licensees, or assignees, with violate or infringe upon the rights of any individual or organization.
- 3. Artist represents and warrants that no musical performance, recording, composition, or any other selections, materials, ideas, or other properties furnished or selected by Artist for use on the Master, including, but not limited to, "Samples" contained on the Master, will infringe upon any common law or statutory right of any person, firm, or corporation, including, but not limited to, contractual rights, copyrights, and rights of privacy. Artist moreover represents that Artist shall not incorporate any "Sampled" or recreated vocal, musical, or other sound material owned by a third party without the express written consent of the owner of such, with such consent to be secured solely at Artist's own expense. In the event that Company is required to pay for any costs in connection with such "Sampled" and or recreated musical, vocal, or other sound material, whether in the form of clearance fees, sample service company fees, royalties, advances, legal fees, musicologist fees, legal fees, or other costs such costs shall be deducted in full from Artist's share of Net Recording Profits and Artist's Share of Net Publishing Profits.
- 4. Artist represents that any information provided to Company under this Agreement, including, but not limited to, any information provided in accordance with Section C.5.c and Section C.7 *supra*, is complete and accurate.
- 5. Artist acknowledges that Company's acceptance of any Master or Composition hereunder shall not constitute a waiver of any of Artist's representations, warranties, or agreements thereof, and that such representations, warranties, and agreements shall remain binding for the life of the copyright in the Master and the Composition, inclusive of any extensions and renewals thereof.
- 6. Artist agrees to indemnify Company and hold Company harmless against any damages, costs, and fees, including attorney's fees, incurred by Company in any claim, suit, litigation, or proceeding instituted against Company and arising out of any breach or claimed breach by Artist of any covenant, warranty, or representation made by Artist pursuant in connection with this Agreement.

#### **I. Artist's Right of Publicity**

1. Artist hereby grants Company, and any individual or organization authorized by Company, the right, and the right to grant this right to others, to reproduce, print, publish, or disseminate in any medium Artist's name (including Artist's legal and professional names, as well as any nicknames, trademarks, service marks, logos, symbols, and other designs referring to Artist as a recording and performing artist), portrait, photographs, likeness, and biographical materials, for informational, trade, and advertising purposes for the life of the copyright in the Master and the life of the copyright in the Composition, including any renewals and extensions thereof.

**J. Accountings**

1. Accountings of Net Recording Profits and Net Publishing Profits to shall be made by Company to Artist on a semi-annual basis, with statements rendered March 31 (with respect to the semi-annual accounting period ending December 31) and September 30 (with respect to the semi-annual accounting period ending June 30).
2. At any time during the applicable statute of limitations period as set forth by governing law after any statement is rendered to Artist hereunder, Artist or Artist's representative shall have the right to audit Company's books and records with respect to such statement during normal business hours and with five (5) business days' notice to Company, with such audits not to exceed one (1) per semi-annual statement period. Artist acknowledges that Company's books and records contain confidential trade information, and Artist accordingly agrees that neither Artist nor Artist's representative shall communicate to or use on behalf of any other individual or organization any facts or information obtained as a result of such audit of Company's book and records.

**K. Suspension and Termination**

1. If Artist's ability to perform under this Agreement becomes materially impaired, or if Artist fails, refuses, neglects, or becomes otherwise unable to comply with any material obligations under this Agreement (including, but not limited to, the failure to timely deliver a Single hereunder), or if Artist commits any other material breach or makes any material misrepresentation hereunder, in addition to any other remedies available to Company by law, Company shall have the right, exercisable at any time with notice to Artist, to: (i) terminate this Agreement and be absolved of any further obligation to Artist; or (ii) extend the current Term for the period of such default plus such additional time as necessary for Artist to fulfill Artist's obligations under this Agreement and or for Artist to cure any material breach or misrepresentation hereunder. Company's exercise of either of the foregoing shall not limit any other remedies available to Company at hereunder or otherwise at law, and Company's exercise of its option to extend the current Term for the period of such default plus such additional time as necessary for Artist to fulfill Artist's obligations under this Agreement and or for Artist to cure any material breach or misrepresentation hereunder shall not waive or limit Company's option to terminate this Agreement and be absolved of any further obligation to Artist.
2. If because of an act of God, inevitable accident, fire, lockout, strike, or other labor dispute, riot or civil commotion, act of public enemy, enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local, or foreign), failure of technical facilities, failure or delay of transportation facilities, illness or incapacity of any performer or producer, or other cause of a similar or different nature not reasonably within Company's control, Company is materially hampered in the recording, manufacture, distribution, or sale of recorded music, or Company's normal business operations become commercially impractical, then, without limiting Company's rights, Company shall have the option by giving notice to Artist, to suspend the Term of this Agreement for the duration of any such occurrence plus additional time, as necessary, to complete the commercial release of the Master. In the event that any such extension shall exceed six (6) months, Artist shall have the right to terminate this Agreement by written notice to Company, and such termination by Artist shall not be deemed a breach of this Agreement.

**L. Legal and Equitable Relief**

1. Artist hereby acknowledges and agrees that Artist's services to Company pursuant to this Agreement, as well as the Master and Composition required to be delivered to Company hereunder, are unique, irreplaceable, and extraordinary rights and obligations and that any breach or threatened breach by Artist thereof shall be material and shall cause Company immediate and unavoidable damages which cannot be adequately compensated with a money judgment. Accordingly, Artist agrees that, in addition to all other forms of relief and all other remedies available to Company in the event of any such breach or threatened breach by Artist, Company shall be entitled to seek injunctive or other equitable relief against Artist to enforce Company's rights hereunder.

**M. Assignment**

1. Company may assign this Agreement and any or all of its rights hereunder in whole or in part and delegate any or all of its obligations to any individual or organization at Company's sole discretion. Artist agrees that in the event of such an assignment or delegation by Company, Artist shall nonetheless remain bound to Company's assignee under all of the terms of this Agreement.

2. Artist may not assign this Agreement or any of Artist's rights or obligations hereunder to any individual or organization, and any such purported transfer by Artist shall be void.

**N. Notice**

1. Except as specifically provided otherwise, all notices required under this Agreement shall be in writing and delivered by mail with proof of delivery, at the respective addresses set forth herein, or such other addresses as may be designated by either party.
2. Notice shall be deemed "given" when mailed, except that a change of address shall not be deemed "given" until receipt.

**O. Choice of Law & Venue**

1. This Agreement shall be construed in accordance with the laws of the State of Florida.
2. The place of jurisdiction shall be Miami-Dade County, Florida for any possible dispute, suit, or other litigation arising out of this Agreement.

**P. Severability**

1. Any provision of this Agreement deemed invalid or unenforceable by a court of law or other entity with binding authority over the Parties with respect to this Agreement, shall be severed from the Agreement, and the remaining provisions of this Agreement shall remain valid and enforceable.

**Q. Counsel**

1. Artist understands that Artist has the right to seek the advice of independent counsel concerning Artist's rights, the provisions of this Agreement, and the advisability of executing this Agreement. Further, Artist acknowledges that Company has advised Artist and given Artist the opportunity to seek the advice of independent counsel, and Artist acknowledges that Artist is executing this Agreement freely after consultation with counsel or informed decision not to seek the advice of independent counsel. Artist represents and acknowledges that Artist is not relying on and has not relied on any representations or statements made by Company or Company's representatives with respect to Artist's decision to seek or not to seek the advice of independent counsel in connection with this Agreement and any matters related thereto.

**R. Entire Agreement**

1. This Agreement contains all the understandings, oral and written, of the Parties hereto relating to the subject matter hereof and cannot be changed or terminated except by writing signed by Artist and Company. A waiver by either Party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition or any subsequent breach thereof.

**IN SIGNING BELOW, THE PARTIES HEREBY ACKNOWLEDGE THAT THE ABOVE CORRECTLY SET FORTH THE TERMS OF THE AGREEMENT AND AGREE TO BE BOUND BY EACH AND EVERY PROVISION HEREIN.**

\_\_\_\_\_  
Artist Signature

\_\_\_\_\_  
Company Signature

\_\_\_\_\_  
By (legal name)

\_\_\_\_\_  
By



Company Initial: \_\_\_\_\_  
Artist Initial: \_\_\_\_\_

\_\_\_\_\_  
By (p/k/a)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Artist Address

\_\_\_\_\_  
Artist Address

\_\_\_\_\_  
**Lil Fats, Inc.**  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
**1233 SE 122nd Avenue**  
Company Address

\_\_\_\_\_  
**Portland, OR 9233**  
Company Address