COMBINED SYNC AND MASTER USE LICENSE

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensor:

2. Licensee (Production Company):

3. Date of Agreement:

4. Picture: “ ”

5. Composition/Recording: As described on Exhibit “A” hereto.

6. Term: Perpetuity

7. Territory: Universe

8. Media: All media now known or hereinafter devised, including, without limitation, theatrical exhibition, television exhibition (including, without limitation, free, pay, cable and satellite television) and by means of videograms (which include, without limitation, videocassettes and videodiscs).

9. License Fee:

10. Grant of Rights: Licensor hereby grants to Licensee and its successors, licensees and assigns, the non-exclusive right to record the Composition in any manner, medium, form or language, in synchronization for timed relation with the Picture, and to dub and synchronize the referenced master recording (“Master”) of the Composition by the performers noted above into and with the Picture, and to publicly perform and to authorize others to so perform, the Composition as part of the exhibition or other exploitation of the Picture, in the Territory, in the granted Media, for the Term. Use in “in context” advertising for the Picture is also granted. In connection with the foregoing license, at Licensee's request, Licensor agrees to make the Master available to Licensee for Licensee's use in accordance with this Agreement.

11. Warranty: Licensor represents and warrants that it has the full right and authority to enter into this Agreement and to grant the rights herein granted; that the consent of no other person or entity is required for Licensee's use of the Composition or Master as contemplated hereunder; that (unless expressly set forth elsewhere in this Agreement) Licensee has no commitments or obligations to Licensor, financial or otherwise, as a result of this Agreement; and that Licensor has hereby given all clearances, copyright or otherwise, for the use of the Composition and Master in the Picture. Licensor represents that it has obtained all necessary releases and clearances from any and all personnel and/or entities providing services in connection with the Masters. Licensor agrees to defend, indemnify and hold harmless Licensee, its successors, licensees and assigns from and against any and all claims, liabilities, damages, costs or expenses

(including, without limitation, reasonable attorneys' fees) arising from any breach by Licensor of any representation, warranty, covenant or agreement made by Licensor hereunder.

12. Limitation of Remedy: In the event of any breach of this Agreement by Licensee or any licensee, successor or assign, Licensor's sole remedy shall be the recovery of money damages, and Licensor shall not have the right to terminate or rescind this Agreement or to enjoin or restrain the use of or the exhibition, distribution, advertising or exploitation of the Picture.

13. Additional Provisions:

13.1. Nothing contained herein shall in any way obligate Licensee to use the Master or Composition, or to produce, release, distribute, exhibit or otherwise exploit the Picture. Licensee shall be deemed to have fully satisfied its obligations hereunder by paying to Licensor the compensation payable pursuant to the terms hereof.

13.2. This Agreement is binding upon and shall inure to the benefit of the parties' respective successors and assigns. Licensee may assign this Agreement, in whole or in part, at any time to any party as Licensee may determine in its sole discretion.

13.3. This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior understanding or agreements of the parties. This Agreement may not be modified or amended except in writing signed by the parties to be charged.

13.4. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and fully performed therein.

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

Licensee	Licensor
By: _____	By: _____
Its: _____	Its: _____

Exhibit “A”

Lists of Songs