

IMPORTANT NOTICE TO THE SONGWRITER

THIS DOCUMENT CONTAINS AN IMPORTANT AGREEMENT WHICH MAY AFFECT YOUR CAREER ON A LONG TERM BASIS IT IS VITAL THAT YOU UNDERSTAND ITS CONTENTS AND ITS POTENTIAL RAMIFICATIONS YOU MUST THEREFORE SEEK SPECIALIST ADVICE FROM A LAWYER WITH EXPERIENCE OF AGREEMENTS OF THIS KIND BEFORE THE AGREEMENT IS ENTERED INTO WE WILL REQUIRE EVIDENCE THAT YOU HAVE HAD THE BENEFIT OF SUCH ADVICE

THIS AGREEMENT is made the 3rd day of December Two thousand and three BETWEEN CHRYSLIS MUSIC LIMITED of The Chrysalis Building Bramley Road London W10 6SP (hereinafter called "the Publisher") of the one part and KRISTIAN WESTON (pka "THRASH") care of Baxter McKay LLP Solicitors 34 Great James Street London WC1N 3HB (hereinafter called "the Writer") of the other part

WHEREAS

1. The Writer together with Duncan Alexander Robert Paterson and Adam Morris entered into an agreement with Publisher on 17th May 1994 ("**the 1994 Agreement**") which agreement was amended (*inter alia*) by way of a further agreement between the same parties on 29th August 1997 ("**the 1997 Agreement**") The 1994 Agreement (as the same has been varied and amended) is hereinafter referred to as "**the Prior Agreement**"
2. Pursuant to the Prior Agreement the Writer granted to the Publisher certain rights in relation to the Writers interest in the Big Life Music Works (as defined therein) Such rights included (without limitation) the right to receive royalties otherwise payable to the Writer by Big Life Music Limited ("**Big Life**") pursuant to the Writers prior agreement with Big Life Music Ltd ("**the Big Life Music Agreement**") ("**the Big Life Royalties**")
3. The rights of Big Life Music in relation to the Big Life Music Works written by the Writer terminated on 16th June 2003 and the Publisher and Writer now wish to enter into a further agreement in relation *inter alia* to the Big Life Music Works

NOW IT IS HEREBY AGREED as follows:-

1.0 DEFINITIONS

1.1 IN this Agreement the following terms shall bear the following meanings:-

1.1.1 "**Compositions**" shall mean and include all the music words lyrics libretti musical scores

interpolations collections and compilations of all musical compositions set out in Schedule 1 to this Agreement which are written and/or composed and/or owned and/or controlled by the Writer whether written and/or composed and/or owned and/or controlled in whole or in part (but where in part to the extent only of that part) and all titles arrangements adaptations versions editions and translations thereof

- 1.1.2 **"Composition"** shall mean one of the Compositions
- 1.1.3 **"Cover Record"** shall mean any commercial recording of a Composition which does not embody a featured performance of that Composition by the Writer and shall include Publisher Covers (as defined below)
- 1.1.4 **"Cover"** shall mean any form of exploitation of a Composition which does not embody a featured performance by the Writer (including without limitation a Cover Record) but shall not include printed copies of such Composition The use of a so-called "sample" of a Composition in a recorded work in circumstances in which payment of a royalty and/or fee is secured in relation to such use shall constitute a Cover
- 1.1.5 **"Covered Composition(s)"** shall mean any Composition of which during the Term there shall have been a Cover
- 1.1.6 **"Publisher Cover"** shall mean a Cover Record which has been procured by or with any involvement on the part of the Publisher and/or any of its sub publishers and/or licensees and/or agents
- 1.1.7 **"Society"** shall mean the Performing Right Society Limited
- 1.1.8 **"Term"** shall mean the the period of ten (10) years from the date hereof PROVIDED that if the expiry of the Term does not fall on 30th June or 31st December then the Term shall be extended automatically until the next such date
- 1.1.9 **"Territory"** shall mean the world and the remainder of the known universe from time to time
- 1.1.10 **"UK"** shall mean the United Kingdom of Great Britain and Northern Ireland the Channel Islands and the Isle of Man
- 1.1.11 **"USA"** shall mean the United States of America
- 1.1.12 **"Scandinavia"** shall mean Sweden Denmark and Norway

2.0 GRANT OF RIGHTS

- 2.1 IN consideration of the payment by the Publisher to the Writer of the advances royalties and fees specified in clause 11.0 hereof the Writer hereby sells assigns transfers sets over and delivers unto the Publisher its successors and assigns with full title guarantee the whole and entire copyright and all rights title or interest of the Writer in each of the Compositions for the Term for the Territory including all vested contingent and future rights of copyright or similar rights whether now or

whether now or hereafter known and to which the Writer or the Writer's personal representatives or heirs or successors in title are or may hereafter be entitled TO HOLD the same unto the Publisher for the Term

2.2 The rights herein assigned by the Writer to the Publisher shall include (but without prejudice to the generality of the foregoing)

2.2.1 The sole and exclusive right to use and licence others to use the title or titles of the Compositions for all purposes

2.2.2 Subject always to clause 2.7 below sole and exclusive right to make adaptations and arrangements of and alterations and additions to the Compositions at the reasonable discretion of the Publisher (including the right to add lyrics and/or new lyrics thereto to provide translations of the Compositions and/or new lyrics in other languages and/or to add music and to authorise others so to do) The copyright in all such adaptations arrangements alterations additions translations lyrics new lyrics and music shall be owned by the Writer but assigned to the Publisher for the Term

2.2.3 Notwithstanding the limited duration of the Term the sole and exclusive right to grant perpetual and/or limited licences with or without territorial restriction for the synchronisation of the Compositions with any cinematograph film and/or television film and/or videogram and/or filmed advertisement and/or other audio-visual production of any kind The Publisher shall use its reasonable endeavours to consult with the Writer in connection with the exercise of this right PROVIDED always that the final decision in connection therewith shall remain with the Publisher

2.2.4 The sole and exclusive right to reproduce and exploit and to grant licences for the reproduction and exploitation of the Compositions by means of mechanical reproduction by means of record or any other sound-bearing contrivance or device and/or visual image producing contrivance or device whether now known or hereafter to become known

2.2.5 Subject only to any rights of the Society the sole and exclusive performing rights including the "grand rights" and broadcasting and performing rights (both visual and sound) in the Compositions and the sole and exclusive right to make a dramatico/musical work of any of the Compositions PROVIDED that the Publisher shall not exercise the right to make a dramatico musical work of a Composition without the prior written approval of the Writer

2.2.6 The sole and exclusive right to publish print and graphically reproduce the Compositions (whether in the form of ordinary sheet music editions or as part of a folio or album or in any collection compilation publication or other printed form) and the sole and exclusive right to sell such printed copies

- of public lending or by means of any other facility for public access to recorded music
- 2.2.8 The sole and exclusive right to exercise all other rights of whatsoever nature whether now or hereafter known or created or arising in respect of the Compositions (including without limiting the foregoing the public lending right) and to use and to promote the same in and by means of all existing and new and undiscovered methods
- 2.3 The Publisher shall have the right to authorise or licence others to exercise any or all of the above rights
- 2.4 Subject as provided in clause 2.5 below the Writer warrants that the Publisher shall be solely entitled to collect fifty per cent (50%) of all performing fees and one hundred per cent (100%) of all other monies (irrespective of when paid) arising from the exploitation of the Compositions during the Term (and from any exploitation thereof prior to the commencement of the Term to the extent not previously collected pursuant to the Big Life Music Agreement) PROVIDED that all such monies fees and royalties are collected by the Publisher or its agent or licensee no later than twenty four (24) months after the expiry of the Term
- 2.5 The rights hereby granted shall (in the event that the Writer shall be a member of the Society) be subject to the rights of the Society but shall include the reversionary interest of the Writer expectant upon the determination by any means of the rights of the Society
- 2.6 The Writer hereby waives (but only as between the Writer of the one part and the Publisher and/or the Publishers' sub-publishers and licensees of the other part) all moral and like rights which may now or at any time in the future vest in the Writer with regard to the Compositions (or any of them) and the Writer acknowledges that he shall not be entitled to make any claim against the Publisher or any party authorised by the Publisher to exploit the Compositions to the extent that such claim is based upon any such moral or like rights If requested by the Publisher the Writer shall at the Publisher's expense execute a specific waiver of any such rights relating to the Compositions or any of them Notwithstanding the aforesaid waiver the Publisher shall use its reasonable endeavours not to make any false attribution in respect of any of the Compositions PROVIDED ALWAYS that the Publisher shall not be liable for any inadvertent breach of this provision
- 2.7 During the Term the Publisher shall not without the prior written approval of the Writer (which the Writer may withhold in the Writers discretion) authorise any substantial alteration addition or adaptation of any of the Compositions including the adding of lyrics or new lyrics thereto PROVIDED that the inclusion of a Composition in a so-called "medley" and/or the translation of the lyric of any Composition and any alteration addition adaption or arrangement in accordance with the rules of a local collecting society shall be deemed not to be a substantial alteration addition adaptation or arrangement for the purposes of this sub-clause
- 2.8 Within a reasonable time of the Writer's reasonable request therefor the Publisher shall grant or

- procure the grant of licences upon reasonable commercial terms to any person requesting the same in respect of the exploitation of the Compositions
- 2.9 The Writer agrees that notwithstanding the Writer's reversionary interest in the Compositions the Publisher shall with the Writers approval be entitled to enter into sample licence agreements for life of copyright and all extensions and renewals thereof in respect of (i) Compositions hereunder which sample any other composition(s) and (ii) compositions other than Compositions hereunder which sample Compositions hereunder and the Writer agrees to be bound by the terms thereof including without limitation the percentage shares attributable to the Writer and the other writers in the relevant composition
- 2.10 In the event that the Writer wishes to enter into a recording agreement with a record company which provides for:
- 2.10.1 the payment of mechanical royalties in the USA and Canada at three quarters ($\frac{3}{4}$) of the minimum statutory rate in those countries and/or
- 2.10.2 a limitation upon the number of Compositions upon which mechanical royalties will be paid in the USA and Canada to three (3) in respect of each 7 inch single to ten (10) in respect of each long playing album and eleven (11) in respect of each compact disc album
- then the Writer shall deliver to the Publisher a copy of the relevant extracts from the proposed recording agreement and shall allow the Publisher a reasonable period of time to make any representations that it may care to make to the record company in question with regard to the said provisions and shall himself use every reasonable effort to have such provisions excluded from the recording agreement and then PROVIDED the Publisher has been given the opportunity to make such representations and PROVIDED that the said provisions are in the reasonable opinion of the Publisher no more disadvantageous to the Publisher than general industry practice the Publisher shall not object to the incorporation of the said provisions in such recording agreement In the event that as a condition of entering into the said recording agreement the Writer is required to accept further provisions relating to the Compositions the Writer agrees to deliver extracts of such provisions to the Publisher and the Publisher agrees to consider such provisions in good faith PROVIDED always that the Publisher shall have the sole discretion as to whether to agree to be bound by the same
- 2.11 Notwithstanding the foregoing any restrictions imposed upon the Publisher pursuant to this clause shall be enforceable on the part of the Writer only to the extent that it is within the direct control of the Publisher to give effect thereto and so that for the avoidance of doubt nothing herein shall prevent the grant of licenses in respect of any of the Compositions in accordance with any so-called "blanket" industry licensing agreements
- 2.12 The Writer further agrees that the Publishers right to receive the Big Life Royalties (if any) pursuant to the Prior Agreement shall be hereby extended for the Term

- 2.12 The Writer further agrees that the Publishers right to receive the Big Life Royalties (if any) pursuant to the Prior Agreement shall be hereby extended for the Term

3.0 WRITER'S WARRANTIES AND REPRESENTATIONS

3.1 THE Writer hereby warrants and represents that:-

- 3.1.1 the Writer has full right power and authority to enter into this Agreement and to grant to the Publisher the rights hereinabove set forth upon the terms and conditions herein set out (and shall not derogate from the grant of such rights)
- 3.1.2 the Compositions and all parts thereof are and will be unencumbered and original copyright works capable of copyright protection in all countries where copyright or similar protection is available
- 3.1.3 the Compositions are and will be neither obscene nor defamatory and do not and will not infringe the copyright or any other rights of any third party
- 3.1.4 The only agreement entered into by the Writer under which any other party has any rights to collect any fees royalties and/or monies arising in relation to the Compositions is the Big Life Music Agreement The Big Life Music Agreement terminated on 16th June 2003 and the Writer represents warrants and covenants that Big Life shall have no further rights in relation to the Compositions
- 3.1.5 there is no suit action or claim or other legal or administrative proceedings now pending or threatened which would directly or indirectly affect the Compositions and/or any of the services to be rendered hereunder and/or which might in any way impair the Publisher's enjoyment of the rights granted hereunder
- 3.1.6 the rights in the Compositions herein assigned have not been nor will be assigned licensed or otherwise disposed of to any third party nor are or will be otherwise pledged charged or encumbered
- 3.1.7 the Writer is a "qualifying person" or "qualifying individual" as defined in the Copyright Designs & Patents Act 1988
- 3.1.8 the Writer is not a minor
- 3.1.9 the Writer has written and composed the Compositions to the extent indicated alongside the Writers name in the column headed "Composer %" in Schedule 1 to this Agreement (so that for example the Writer has written and composed nineteen per cent (19%) of the musical composition entitled "Blue Room") The Writer does not have any further interest whatsoever in the musical compositions listed in Schedule 1 to this Agreement save as indicated in the column headed "Composer %" alongside the Writers name

4.0 FURTHER ASSURANCE

Publisher the copyrights hereby expressed to be assigned

- 4.2 The Writer hereby grants to the Publisher an irrevocable power of attorney in respect of the Compositions authorising the Publisher its successors and assigns during the Term to file applications for renewal and to renew and extend the copyrights in the name of the Writer and on the Writer's behalf and upon the issuance of such renewals to execute proper and formal assignments thereof in the Writer's name so as to secure to the Publisher its successors and assigns the renewal copyrights and extensions thereof subject to all the terms and conditions of this Agreement

5.0 INDEMNITY

- 5.1 Each party shall hold the other and the others successors permitted assigns licensees free and harmless from and against any and all claims liabilities costs (including reasonable legal costs) losses or damages arising out of or incurred as a direct or indirect result of any breach or alleged breach of the representations warranties agreements and undertakings of the indemnifying party contained in this Agreement which is the subject of a final judgement of a court of competent jurisdiction or a settlement reached with the indemnifying parties consent Upon notice of any claim against the Publisher the Publisher upon written notice to the Writer shall be entitled to withhold in an interest bearing account from the royalties fees advances or monies payable to the Writer under this Agreement such amount as may be reasonably necessary to protect the Publisher and as is directly related to the potential liability under any such claim until liability upon any such claim has been finally settled determined and paid and the Publisher has been reimbursed its actual out of pocket expenses including legal costs on an indemnity basis incurred in connection therewith PROVIDED that any such withholding by the Publisher in accordance with the foregoing and all interest accrued thereon shall be released in respect of any particular claim unless formal legal proceedings are instituted in connection therewith within twelve (12) months thereafter If after release of such monies proceedings shall be instituted or fresh claims made the Publisher shall be entitled to withhold such amounts again on the same basis Subject to the last sentence of this clause 5.1 the Publisher shall not compromise or settle any such claim without the prior consent of the Writer which consent shall not be unreasonably withheld or delayed If however the Writer withholds consent in any case the Publisher may require that the Writer posts a Satisfactory Bond in respect of the claim with the Publisher If the Writer fails to post a Satisfactory Bond the Publisher may settle such claim and the Writer's indemnity hereunder shall apply with full force and effect As used herein the term "**Satisfactory Bond**" shall mean an indemnity or surety bond in a form and amount reasonably sufficient to cover the Publishers potential liability and with a company acceptable to the Publisher

6.0 EXPLOITATION AND REVERSION

6.1 THE Publisher undertakes to use reasonable endeavours to exploit and promote each and every Composition assigned to the Publisher hereunder by seeking to obtain one (1) or more of the following:-

6.1.1 the printing of sheet music or folios containing any such Composition

6.1.2 the grant of a licence for a commercial recording of the Composition

6.1.3 the grant of a licence for the synchronisation of the Composition with any cinematograph film or television film or television advertisement or dramatic or musical production or video cassette or disc or any other visual image producing device

6.1.4 the broadcast of any Composition upon a bona fide radio station or television station

PROVIDED always that a failure to do so shall not constitute a material breach of this Agreement

Where any such Composition is co-published by the Publisher with any other publisher or sub-publisher or licensed or assigned to any other party then the exploitation or promotion of such Composition in the manner aforesaid by any such co-publisher sub-publisher licensee or assignee shall be deemed to be exploitation or promotion by the Publisher sufficient to satisfy the provisions of this clause

6.2 The Publisher furthermore agrees as follows:-

6.2.1 in the event that any of the Compositions is specifically commissioned by a third party for inclusion in the soundtrack of a film then for the purposes of Rule 2(f)(ii) of the Society's rules the Publisher undertakes to use all reasonable endeavours to exploit such Composition for the benefit of the Writer by means additional to such inclusion in such soundtrack (and the public performance and/or broadcast of the film in question or its inclusion in a cable programme service) PROVIDED that any failure to achieve such exploitation shall not constitute a material breach of this Agreement

6.2.2 to submit copies of recordings of suitable Compositions as provided to the Publisher to performing artists producers and other interested parties with a view to obtaining Cover Recordings thereof to such extent as the Publisher shall consider proper for the furtherance of the exploitation of the Compositions

7.0 NAMES AND LIKENESSES

7.1 During the Term the Writer agrees and irrevocably consents to the use and publication by the Publisher (in connection with the promotion or exploitation of the Compositions or any of them and/or in reasonable publicity for the Publisher's music publishing business) of the name and approved likenesses of the Writer and any professional or other names used by the Writer or under which the Writer composes and of approved biographical material concerning the Writer and also

permits on a gratis basis:-

- a) the use of the Composition(s) for the purpose of promoting them on the Publishers web site and
- b) the public performance of the Composition(s) and/or synchronisation of such Composition(s) with other material at events held by the Chrysalis Group plc in order to announce its end of year results and/or publicise its publishing business

8.0 ADVANCES AND ROYALTIES

8.1 THE Writer shall be entitled in respect of exploitation of the Compositions by the Publisher to the following advances royalties and payments Such advances royalties and payments shall become due and shall be payable only when and as set out in this clause 8.0

8.2 Subject to the terms and conditions of this Agreement the Publisher shall upon the full execution of this Agreement pay to the Writer an advance in the sum of forty thousand pounds (£40,000) The advance shall be non-returnable but recoupable from all fees and royalties at any time payable to the Writer by the Publisher pursuant to this Agreement and any of those Big Life Royalties received by the Publisher which are otherwise payable on to the Writer by the Publisher pursuant to the Prior Agreement (as amended by this Agreement)

8.3 The Publisher shall accrue to the credit of the Writer the following fees and royalties in respect of the exploitation of the Compositions hereunder:-

8.3.1 Sheet Music Royalties

8.3.1.1 Whenever the Publisher grants any licence to exploit the Compositions in the form of printed sheet music seventy five per cent (75%) of all income derived solely directly and identifiably by title from exploitation of the Compositions and received by the Publisher Where any income is received in respect of both the Compositions and other musical compositions the same shall be apportioned and the amount to be attributed to the Compositions shall be the amount of such income multiplied by a fraction the numerator of which is the number of Compositions in respect of which payment is made and the denominator of which is the total number of musical compositions (including Compositions) in respect of which payment is made

8.3.1.2 Whenever the Publisher itself prints and sells sheet music:-

8.3.1.2.1 Twelve point five per cent (12.5%) of the retail selling price (after deduction of taxes) of every printed edition containing solely Compositions which is published and sold by the Publisher and which is paid for and not returned to the Publisher its agent or

licensee

- 8.3.1.2.2 A pro rata amount equal to twelve point five per cent (12.5%) of the retail selling price (after deduction of taxes) of every printed edition containing Compositions together with other musical compositions which is publicised and sold by the Publisher and which is paid for and not returned to the Publisher its agent or licensee

8.3.2 Mechanical Royalties

Seventy five per cent (75%) of all mechanical reproduction fees and royalties received by the Publisher which are solely derived from and identifiably attributable by title to the reproduction of Compositions by means of the manufacture of records tapes and all other mechanical devices (whether embodying sound alone or sound synchronised with visual images) but reducing to sixty per cent (60%) of such fees and royalties derived from any Publisher Cover and sixty seven point five per cent (67.5%) for such fees and royalties derived from any other Cover Record

8.3.3 Film Synchronisation Fees

Seventy five per cent (75%) of all monies received by the Publisher which are solely derived from and identifiably attributable by title to the recording and/or synchronisation of the Compositions with films and/or other visual images within the Territory but reducing to sixty per cent (60%) of such monies derived from any Publisher Cover and sixty seven point five per cent (67.5%) for such fees and royalties derived from any other Cover Record

8.3.4 Performing Fees

Fifty per cent (50%) of the Publisher's share of performing fees received by the Publisher which are solely derived from and identifiably attributable by title to the exploitation of the Compositions The Writer's share of such fees shall in accordance with the rules of the Society be six twelfths which the Writer shall claim direct from the Society so that in addition the Writer shall be entitled to the percentage specified in the preceding sentence of the remaining six twelfths being the Publisher's share of such fees

8.3.5 Other Uses

Sixty per cent (60%) of all other income received by the Publisher SAVE as mentioned above which is solely derived from and identifiably by title attributable directly to exploitation of the Compositions (excluding for the avoidance of doubt any so called "black-box" income)

9.0 ACCOUNTS

- 9.1 THE Publisher shall keep proper books and records of account in respect of exploitation of the

Compositions and shall make up statements of account showing the royalties due to the Writer in respect of each Composition at half yearly intervals ending on the 30th June and 31st December in each year until the Publisher shall cease to derive income from such Composition The Publisher shall deliver such statements and (subject to the Publisher's rights of recoupment and other rights granted hereunder) make payment of the amounts shown due to the Writer within ninety (90) days after the said dates

- 9.2 The Publisher shall use its reasonable endeavours to collect all sums due to the Publisher in respect of exploitation of the Compositions The statements of account rendered to the Writer shall contain details of all sums received by the Publisher solely in respect of the Compositions which are identifiable attributable by title thereto SAVE that the Publisher shall not be obliged to disclose to the Writer or pay to the Writer any part of any advances received by the Publisher whether solely in respect of the Compositions or otherwise and such amounts shall be taken into account only when and to the extent that the same are represented by earned royalties In the event that any statement of account reveals that the aggregate of the fees and royalties actually payable is less than one hundred pounds (£100) then the Publisher shall be entitled to withhold payment unless and until a subsequent statement of account shows that the aggregate amount of fees and royalties actually payable is in excess of such sum
- 9.3 The Writer's entitlement shall be calculated on the sterling amount actually received by the Publisher in the United Kingdom either by direct remittance from its sub-publishers or licensees or from the proceeds of conversion of foreign currency amounts received by the Publisher which is solely derived from and identifiably attributable by title to the use and/or exploitation of the Compositions In calculating such entitlement the Publisher in the case of all monies pursuant to clauses 8.3.2 to 8.3.5 (inclusive) actually received by the Publisher in the United Kingdom from the exploitation of the Compositions in the Source Territories shall be deemed to have received such monies gross "at source" before any deductions imposed by the Publishers' sub-publishers and licensees (but after deduction of bona fide collection agency fees and commissions including any fees of the Society and/or the Mechanical Copyright Protection Society Limited and/or any other collection societies and after deduction of any VAT and other similar taxes and after deduction of any remuneration paid to arrangers adaptors and translators)
- 9.4 For the avoidance of doubt royalties payable to the Writer hereunder shall not be due and payable until the Publisher has received in the United Kingdom accounting and payment (or credit against a previously paid advance) from the Publisher's sub-publishers licensees agents or administrators)
- 9.5 For the purpose of calculating the royalties and fees hereinbefore mentioned if the Writer shall have composed or written the Compositions or any of them in collaboration with any third party or parties or if a third party or parties sets or set other words or music to the Compositions or any of them and such third party's contributions do not form part of the Compositions then failing

contrary agreement being notified in writing to the Publisher by the Writer and all other parties involved the aforesaid royalties and fees shall be divided on the basis that all parties entitled to payment in respect of such Composition are entitled to an equal share

- 9.6 All payments whether from a third party to the Publisher or from the Publisher to the Writer shall be subject to the deduction or withholding of all taxes required to be deducted or withheld under the laws of any country or territory and to the exchange control regulations of any country or territory from which those payments emanate
- 9.7 In the event that the Publisher is aware that any monies arising hereunder in a particular territory may not be remitted to the United Kingdom by reason of any legal or governmental regulations and/or restrictions in the territory concerned then the Publisher will so notify the Writer and shall take such steps as may be practicable and lawful to arrange at the request of the Writer for such monies to be paid into a bank account in the territory concerned in the joint names of the Publisher and the Writer
- 9.8 All royalty statements and all other accounts rendered by the Publisher to the Writer shall be binding upon the Writer and not subject to any objection by the Writer for any reason unless specific objection in writing stating the basis thereof is given to the Publisher within three (3) years from the date rendered
- 9.9 The Writer shall have the right at the Writer's own expense to have a firm of independent chartered accountants at reasonable hours and on reasonable notice but not more than once during each year conduct an examination of the Publisher's books and records relating to the exploitation of the Compositions by the Publisher. Such books and records may not be examined more than once in respect of any one period of exploitation of the Compositions. Any independent chartered accountant appointed by the Writer as aforesaid may only conduct any such examination provided he and his firm first give a written undertaking in favour of the Publisher as set out in Schedule 4 hereto
- 9.10 In the event that any such examination discloses an underpayment in the sums which should have been paid to the Writer during the period covered by such examination then the Publishers shall forthwith pay the full amount of such underpayment to the Writer. In the event that the underpayment is at least five thousand pounds (£5,000) or ten per cent (10%) of the amount properly due to be accounted for the period of examination (whichever shall be the greater) the Publishers shall also forthwith reimburse the Writer for the direct professional costs (excluding for the purposes of illustration and not limitation travel accommodation and subsistence costs) of the accountants conducting such examination up to a maximum of five thousand pounds (£5,000)

10.0 ASSIGNMENT

- 10.1 THE Publisher may assign or grant (subject always to the payment of the royalties and fees

specified herein) the benefit of this Agreement or any of the Publishers' rights or benefits hereunder in whole or in part to any parent subsidiary or co-subsidary company associated company or other company in which the Publisher has for the time being not less than a fifty per cent (50%) beneficial interest in the equity share capital or to any person firm or company purchasing all or substantially all of the Publisher's assets or with whom the Publisher may merge and who shall be entitled to the rights and benefits to which the Publisher is entitled hereunder or such of them as are so assigned or granted and all the grants assignments representations warranties and undertakings of the Writer herein contained shall to the extent of such assignment or grant thereupon enure for the benefit of such assignee or grantee In the event of an assignment by the Publisher the expression "Publisher" in this Agreement shall be deemed to mean Chrysalis Music Limited or its successors in title or assignee(s)

11.0 LEGAL PROCEEDINGS

- 11.1 THE Writer hereby irrevocably authorises and appoints the Publisher its licensees assignees agents and attorneys to institute in any part of the Territory in the name of the Writer and/or the Publisher any claims demands action or proceedings which the Publisher shall think necessary for the protection and enforcement of the rights granted to the Publisher hereunder or any of them including any such claims demands action or proceedings relating to the use by any third party of a so-called "sample" of any of the Compositions Any such suit action or proceedings shall be instituted and maintained by the Publisher in good faith and any monies becoming payable to the Writer and/or the Publisher as a result thereof shall first be utilised in the reimbursement of all costs incurred in obtaining the same and any balance remaining shall be divided between the Writer and the Publisher equally The Publisher shall use its reasonable endeavours to keep the Writer informed of developments in relation to any such claims demands action or proceedings and the Writer shall be entitled at the Writer's own expense to join in any formal proceedings
- 11.2 The Writer agrees that this Agreement shall be regarded as a certificate for the purposes of Rule 1(0) paragraph (ii) of the Society authorising the Society to treat the Publisher as exploiting the Compositions for the benefit of the persons interested therein
- 11.3 The Writer acknowledges that it is in the best interests of the Writer for him to use all reasonable endeavours to ensure that when the Writer performs or broadcasts any of the Compositions all appropriate returns are forthwith made to the Society or its appropriate affiliates by the person having responsibility for such performance or broadcast The Writer undertakes to use reasonable endeavours to procure that the Publisher shall be sent details of all such performances and/or broadcasts (including the date and venue) The Publisher shall render to the Writer such practical assistance as may be requested in order to give effect to the intent and purpose of this sub-clause

12.0 MISCELLANEOUS

- 12.1 A waiver by either party of any term or condition of this Agreement in a particular instance shall not be deemed or construed to be a waiver of such term or condition for the future. All rights, remedies, undertakings and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other right, remedy, undertaking or obligation of either party.
- 12.2 This Agreement contains all of the terms agreed between the parties and replaces any and all previous agreements, whether written or oral, concerning the subject matter of this Agreement. This Agreement shall not be modified or varied except by a written instrument signed by the parties hereto.
- 12.3 Nothing herein contained shall be construed or deemed to constitute a partnership or joint venture between the parties hereto and neither party shall be bound by any representation and/or omission of the other.
- 12.4 The headings in this Agreement are intended for convenience only and are not to be taken into consideration in connection with the construction hereof.
- 12.5 If any clause or part of this Agreement or the application thereof to any person shall for any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement which shall continue in full force and effect.

13.0 NOTICES AND APPROVALS

- 13.1 ANY notices to be served hereunder may be served
- 13.1.1 by sending the same by pre-paid and/or registered or recorded delivery post to the address of the party to be served as set out above or to any other address notified to the other party by notice in accordance with this clause. Any such notice shall be deemed served two (2) days after the date of posting of such letter.
- 13.1.2 by delivering the same by hand to an address as set out in 13.1.1 above. Any such notice shall be deemed served on the day of delivery thereof.
- 13.1.3 in the case of a notice served by the Publisher by sending the same by facsimile transceiver to the addressee or to a lawyer or other authorised agent on behalf of the addressee.
- 13.2 In the case of any notice served upon the Publisher, a copy thereof shall at the same time be sent to the Head of Legal & Business Affairs of the Publisher and to the Publisher's solicitors, Messrs Russells of Regency House, 1-4 Warwick Street, London W1R 6LJ. In the case of any notice served upon the Writer or request for consent or approval, a courtesy copy thereof shall at the same time be sent to Gillian Baxter of Baxter McKay LLP, 34 Great James Street.

London WC1N 3HB or by email to gb@baxtermckay.com Failure to send such a courtesy copy shall not constitute a breach of this Agreement or invalidate the notice or request in question

- 13.3 Wherever the consent or approval of the Writer is required hereunder such consent or approval shall not be unreasonably withheld or delayed and the Publisher may give notice to the Writer requiring the Writer to grant or withhold such consent or approval within ten (10) working days after receipt of such notice by the Writer or seven (7) working days after receipt of a courtesy copy of such notice by Gillian Baxter as aforesaid if sooner Failure by the Writer to notify the Publisher in writing as aforesaid shall be deemed to be consent or approval The withholding of any such consent or approval shall not be effective unless confirmed in writing and accompanied by the reasons for the withholding thereof Any consent or approval purportedly given by an agent or manager on behalf of the Writer or given by Gillian Baxter on behalf of the Writer shall be effective PROVIDED that the Publisher acting in good faith shall have relied upon the same Any inadvertent failure by the Publisher to comply with the provisions of sub clauses 2.2.3 to 2.2.5 hereof (inclusive) and clause 2.7 or to otherwise fail to consult with and/or obtain the consent and/or approval of the Writer in the manner required by this Agreement shall not give the Writer any right to terminate the Term The granting or withholding of consent by the Writer to any request hereunder from the Publisher shall not be conditional upon the stipulation that any other term and/or provision of the Agreement must be varied and/or altered and in the event consent is stipulated as being conditional upon such an eventuality consent will be deemed automatically granted

14.0 FORCE MAJEURE

If either party's material performance hereunder is substantially delayed or becomes impossible or impractical because of or by reason of any act of God fire earthquake strike civil commotion acts of government or any order ruling or action of any labour union or association of performers affecting the Writer the Publisher or the music publishing industry in general and the Publisher is materially hampered in the exploitation of its rights hereunder either party upon notice to the other may suspend its obligations under this Agreement for the duration of such substantial delay impossibility or impracticality and in such event a number of days equal to the number of such days of suspension shall be added to the then current Period of this Agreement provided that any suspension as a result of an interference with the Publishers normal business operations as opposed to the operations of the music publishing business generally shall not exceed six (6) months provided further that no period or periods of suspension in any one (1) Period shall exceed

three (3) years in aggregate in any event

15.0 TERMINATION OF WRITER

- 15.1 Subject to the terms of this Agreement if the Publisher shall materially default in the performance of the material provisions of this Agreement on its part to be performed (including the prompt accounting and payment of royalties shown as due in such accounts but excluding any other failure to account correctly) and such default shall (if capable of remedy) continue for a period of forty five (45) days after the receipt by the Publisher of notice in writing from the Writer alleging such default then the Writer shall have the right forthwith to terminate the Term of the Agreement by written notice sent to the Publisher by registered mail Upon the receipt by the Publisher of such notice the Term of the Agreement shall immediately cease and determine

16.0 JURISDICTION

- 16.1 THIS Agreement shall be construed in accordance with English law and each party hereto agrees to submit to the exclusive jurisdiction of the English courts Any judgement obtained may be enforced in any jurisdiction in which the party against whom judgment is made has any assets

SCHEDULE 1

Compositions

Title Writer(s) Percentage Contribution

| Title | Composers | Composer % |
|-----------------------|------------------|------------|
| Alles Ist Schoen | Alex Paterson | 27.50 |
| | Kristian Weston | 27.50 |
| | Tommy Thiel | 15.00 |
| | Max Loderbauer | 15.00 |
| | Thomas Fehlmann | 15.00 |
| Assassin | Alex Paterson | 33.33 |
| | Kristian Weston | 33.33 |
| | Lewis Keogh | 33.33 |
| Back Side of the Moon | Alex Paterson | 33.33 |
| | Miquette Giraudy | 33.33 |
| | Steve Hillage | 33.33 |
| Bang 'Er 'N Chips | Alex Paterson | 27.50 |
| | Kristian Weston | 27.50 |
| | Tommy Thiel | 15.00 |
| | Max Loderbauer | 15.00 |
| | Thomas Fehlmann | 15.00 |
| Blue Room | Alex Paterson | 19.00 |
| | Kristian Weston | 19.00 |
| | Neil Fraser | 5.00 |
| | Miquette Giraudy | 19.00 |
| | Steve Hillage | 19.00 |
| | Jah Wobble | 19.00 |
| Buckwheat And Grits | Alex Paterson | 25.00 |
| | Kristian Weston | 25.00 |
| | Thomas Fehlmann | 25.00 |
| | Robert Fripp | 25.00 |
| Can Of Bliss | Alex Paterson | 25.00 |
| | Kristian Weston | 25.00 |
| | Thomas Fehlmann | 25.00 |
| | Robert Fripp | 25.00 |
| Close Encounters | Alex Paterson | 25.00 |
| | Kristian Weston | 25.00 |
| | Stuart McMillan | 25.00 |
| | Orde Meikle | 25.00 |
| Collosus | Alex Paterson | 25.00 |
| | Kristian Weston | 25.00 |
| | Thomas Fehlmann | 25.00 |
| | Robert Fripp | 25.00 |

| Title | Composers | Composer % |
|---|---|--|
| A Cool Dry Place | Alex Paterson Kristian Weston Miquette Giraudy Steve Hillage | 25.00 25.00 25.00 25.00 |
| Dog | Alex Paterson Miquette Giraudy Steve Hillage Akinola Aniff | 30.00 30.00 10.00 30.00 |
| Drone | Alex Paterson Kristian Weston Thomas Fehlmann Robert Fripp | 25.00 25.00 25.00 25.00 |
| Earth {Gaia} | Alex Paterson Kristian Weston | 50.00 50.00 |
| Eleveneses | Alex Paterson Kristian Weston Thomas Fehlmann Robert Fripp | 25.00 25.00 25.00 25.00 |
| Hempire | Alex Paterson Kristian Weston Thomas Fehlmann Robert Fripp | 25.00 25.00 25.00 25.00 |
| Hidden | Alex Paterson Kristian Weston Thomas Fehlmann Robert Fripp | 25.00 25.00 25.00 25.00 |
| His Immortal Logness | Alex Paterson Kristian Weston Tommy Thiel Max Loderbauer Thomas Fehlmann | 27.50 27.50 15.00 15.00 15.00 |
| Huge Ever Growing Pulsating Brain That Rules From The Centre Of The Ultraworld <i>Aubrey Mix MkI</i> <i>Aubrey Mix MkII</i> | Alex Paterson Jimmy Cauty Simon Darlow Stephen Lipson Bruce Woolley Trevor Horn | 37.50 37.50 |
| Huge Ever Growing Pulsating Brain ... <i>Bucket & Spade Mix</i> <i>Loving You Orbital Mix</i> <i>Loving You Peel Session</i> <i>Orbital Dance Mix</i> <i>Why Is Scared Of Seven</i> <i>Orbital 9 Am Radio Mix</i> <i>Live Mix Mk10</i> | Alex Paterson Jimmy Cauty Simon Darlow Stephen Lipson Bruce Woolley Trevor Horn Minnie Ripperton Richard Rudolph | 25.00 25.00 12.50 12.50 |
| Into the Fourth Dimension: Essenes in... | Alex Paterson Andy Falconer Paul Ferguson | 45.00 45.00 10.00 |

| Title | Composers | Composer % |
|-------------------------------|------------------|------------|
| Klangtest | Alex Paterson | 25.00 |
| | Kristian Weston | 25.00 |
| | Thomas Fehlmann | 25.00 |
| | Robert Fripp | 25.00 |
| Little Fluffy Clouds | Alex Paterson | 45.00 |
| | Martin Glover | 45.00 |
| | Steve Reich | 10.00 |
| Lucky Saddle | Alex Paterson | 25.00 |
| | Kristian Weston | 25.00 |
| | Thomas Fehlmann | 25.00 |
| | Robert Fripp | 25.00 |
| Majestic | Alex Paterson | 33.33 |
| | Kristian Weston | 33.33 |
| | Martin Glover | 33.33 |
| Meteor Storm | Alex Paterson | 25.00 |
| | Kristian Weston | 25.00 |
| | Thomas Fehlmann | 25.00 |
| | Robert Fripp | 25.00 |
| Miracle | Alex Paterson | 20.00 |
| | Miquette Giraudy | 20.00 |
| | Steve Hillage | 20.00 |
| | Andy Falconer | 20.00 |
| | Paul Oakenfold | 20.00 |
| Montagne d'Or (Der Gute Berg) | Thomas Fehlmann | 16.00 |
| | Alex Paterson | 16.00 |
| | Kristian Weston | 16.00 |
| | Andy Hughes | 16.00 |
| | David Burton | 16.00 |
| | Brian Cole | 20.00 |
| More Gills Less Fishcakes | Alex Paterson | 27.50 |
| | Kristian Weston | 27.50 |
| | Tommy Thiel | 15.00 |
| | Max Loderbauer | 15.00 |
| | Thomas Fehlmann | 15.00 |
| O.O.B.E. | Alex Paterson | 33.33 |
| | Kristian Weston | 33.33 |
| | Thomas Fehlmann | 33.33 |
| Occidental | Alex Paterson | 25.00 |
| | Kristian Weston | 25.00 |
| | Thomas Fehlmann | 25.00 |
| | Kris Needs | 6.00 |
| | David Burton | 7.00 |
| | Simon Phillips | 6.00 |
| | Andy Hughes | 6.00 |
| Outlands | Alex Paterson | 50.00 |
| | Thomas Fehlmann | 50.00 |
| Outro | Alex Paterson | 50.00 |
| | Kristian Weston | 50.00 |

| Title | Composers | Composer % |
|--|------------------|------------|
| Oxbow Lakes | Alex Paterson | 33.33 |
| | Kristian Weston | 33.33 |
| | Thomas Fehlmann | 33.33 |
| Peace In The Middle East <i>Sea Of Tranquillity mix</i> <i>Is This Really The Orb?</i> | Alex Paterson | 20.00 |
| | Kristian Weston | 20.00 |
| | Andy Falconer | 20.00 |
| | Ben Watkins | 20.00 |
| | Tim Williams | 20.00 |
| Perpetual Dawn <i>Album Mix</i> <i>US Album version</i> | Alex Paterson | 50.00 |
| | Ed Maiden | 50.00 |
| Perpetual Dawn <i>Solar Flare Extended Mix</i> <i>Solar Youth Mix</i> <i>Single Mix</i> | Alex Paterson | 30.00 |
| | Ed Maiden | 30.00 |
| | Jeffrey Nelson | 10.00 |
| | Shola Phillips | 10.00 |
| | Martin Glover | 20.00 |
| Perpetual Dawn <i>Ultrabass One</i> | Alex Paterson | 45.00 |
| | Ed Maiden | 45.00 |
| | Jeffrey Nelson | 10.00 |
| Plateau | Alex Paterson | 33.33 |
| | Kristian Weston | 33.33 |
| | Thomas Fehlmann | 33.33 |
| Pomme Fritz (Meat And Veg) | Alex Paterson | 27.50 |
| | Kristian Weston | 27.50 |
| | Tommy Thiel | 15.00 |
| | Max Loderbauer | 15.00 |
| | Thomas Fehlmann | 15.00 |
| Reefer Spin The Galaxy | Alex Paterson | 33.33 |
| | Miquette Giraudy | 33.33 |
| | Steve Hillage | 33.33 |
| Roof Is On Fire | Alex Paterson | 50.00 |
| | Jimmy Cauty | 50.00 |
| Slug Dub | Alex Paterson | 25.00 |
| | Kristian Weston | 25.00 |
| | Thomas Fehlmann | 25.00 |
| | Paul Ferguson | 25.00 |
| Spanish Castles in Space | Alex Paterson | 45.00 |
| | Jake Le Mesurier | 45.00 |
| | Guy Pratt | 10.00 |
| Star 6 & 7 8 9 | Alex Paterson | 33.33 |
| | Hugh Vickers | 33.33 |
| | Tom Greene | 33.33 |
| Sticky End | Alex Paterson | 50.00 |
| | Kristian Weston | 50.00 |
| Suess Wie Eine Nuss | Alex Paterson | 25.00 |
| | Kristian Weston | 25.00 |
| | Thomas Fehlmann | 25.00 |
| | Robert Fripp | 25.00 |

| Title | Composers | Composer % |
|--------------------------------------|------------------|------------|
| Sunburst | Alex Paterson | 26.67 |
| | Miquette Giraudy | 26.67 |
| | Steve Hillage | 26.66 |
| | Bob Telson | 20.00 |
| Supernova at the End of the Universe | Alex Paterson | 33.33 |
| | Miquette Giraudy | 33.33 |
| | Steve Hillage | 33.33 |
| Thunderdog | Alex Paterson | 33.33 |
| | Miquette Giraudy | 33.33 |
| | Steve Hillage | 33.33 |
| Towers of Dub | Alex Paterson | 45.00 |
| | Kristian Weston | 45.00 |
| | Thomas Fehlmann | 10.00 |
| U.F. Orb | Alex Paterson | 50.00 |
| | Kristian Weston | 50.00 |
| Untitled 1 | Alex Paterson | 45.00 |
| | Kristian Weston | 45.00 |
| | Paul Ferguson | 10.00 |
| Valley | Alex Paterson | 25.00 |
| | Kristian Weston | 25.00 |
| | Simon Phillips | 25.00 |
| | Tom Greene | 25.00 |
| We're Pastie To Be Grill You | Alex Paterson | 27.50 |
| | Kristian Weston | 27.50 |
| | Tommy Thiel | 15.00 |
| | Max Loderbauer | 15.00 |
| | Thomas Fehlmann | 15.00 |
| What Time Is Clock | Alex Paterson | 25.00 |
| | Kristian Weston | 25.00 |
| | Thomas Fehlmann | 25.00 |
| | Robert Fripp | 25.00 |
| White River Junction | Alex Paterson | 33.33 |
| | Kristian Weston | 33.33 |
| | Thomas Fehlmann | 33.33 |

SCHEDULE 2

Format of Letter to be delivered to the Publisher
by any independent chartered accountant proposing to carry out
an examination in accordance with the provisions of clause 12.10

Ref:

From: _____

[insert name or names of the
Accountant(s) in question]

To: Chrysalis Music Limited
The Chrysalis Building
Bramley Road
London W10 6SP

Date: _____ 2003

Dear Sirs

_____ [Insert name of Writer]

I confirm that I and my firm are instructed on behalf of the above-named to carry out an examination of your books and records. The said examination is to be carried out pursuant to and in accordance with the provisions of clause 9.9 of your agreement with the above-named dated _____ 20__ [insert date of Agreement].

In consideration of your payment to me and my firm of the sum of one pound (£1.00) receipt of which is hereby acknowledged I hereby for myself and on behalf of my firm undertake and agree as follows:

- 1.1 the said examination shall be limited only to your said books and records insofar as the same relate to the exploitation of the Compositions (as defined in the said agreement)
- 2.1 I acknowledge that all the information obtained by me and my firm (and our employees and

agents) is of a confidential nature and that accordingly neither I nor any other person engaged by me or my firm in relation to the said examination shall disclose to any third party any information obtained in the course thereof whether from your books and records of account or whether from any employee or other person engaged by you nor shall make use of any such information in connection with the affairs of any person other than the above-named

- 3.1 neither I nor my firm has been nor will be engaged in relation to the said examination on a contingency fee basis
- 4.1 neither I nor my firm is currently engaged nor has been so engaged during the preceding twelve (12) months on any other examination of any of your books and records on behalf of any other person (and nor have we received instructions from any such person to carry out such an examination)
- 5.1 I shall agree with you a commencement date for the examination and the same shall be completed no later than six (6) months thereafter
- 6.1 I or my firm shall prepare a working draft of the report which we intend to submit to the above-named in respect of the examination and we shall first deliver a copy of such working draft to you and we will give you a reasonable opportunity to discuss with us our findings before we submit our final report We shall deliver a copy of the final report to you contemporaneously with delivery thereof to the above-named

Yours faithfully

[To be signed by the accountant]


AS WITNESS the hands of the parties the day and year first before written

Executed as a Deed by)

CHRYSLIS MUSIC LIMITED)

acting by)

Director



and

(Witness) 

(Name) SIMON HARVEY

110 TITE CHRYSLIS BUILDING

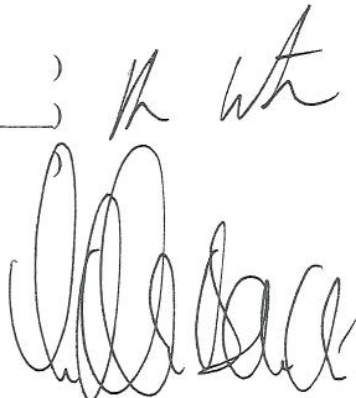
(Address) BRANLEY RD.

WIMBORNE W10 6SP.

SIGNED as a Deed by the said)

KRISTIAN WESTON)

in the presence of:-



(Witness)

(Name) GILLIAN BAXTER

(Address) 34 GREAT JAMES ST

LONDON

WC1N 3HB

DATED 3rd December 2003

CHRYSLIS MUSIC LIMITED

- and -

KRISTIAN WESTON

AGREEMENT
