



THIS CONTRACT CONFORMS TO ALL ETHICS AND STANDARDS OF
INTERNATIONAL PHONORECORDS AND MUSIC LICENSERS.
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ALL RIGHTS RESERVED.

BOBBY FARRELL INTERNATIONAL MUSIC PUBLISHING COMPANY

Administered by
**VANDOR MOTION PICTURES, PHONORECORDS AND MUSIC
PUBLISHING GROUP**

**1826 POPLAR LANE SW
ALBUQUERQUE, NEW MEXICO 87105 (USA)**

1. This agreement is entered into between: **BOBBY FARRELL INTERNATIONAL MUSIC PUBLISHING COMPANY**, as hereabove addressed, a wholly owned subsidiary of **PATHFINDERS, Incorporated**, and administered by **VANDOR MOTION PICTURES, PHONORECORDS AND MUSIC PUBLISHING GROUP**; hereinafter known as LICENSER; a duly affiliated Music Publisher with/through **BROADCAST MUSIC, INCORPORATED**; hereinafter known as: BMI; and the undersigned(s): hereinafter jointly and severally known as COMPOSER; and COMPOSER does hereby represent and otherwise does hereby warrant that said COMPOSER is now, or will immediately become, an affiliated writer with/through BMI.

2. COMPOSER does hereby represent and otherwise warrant to PUBLISHER that any and all said WORK(s) specified in **ADDENDUM, THE FIRST**, attached hereto, contracted herewith: are original, and not plagiarized from any other existing WORK(s) whatsoever, and are the sole and exclusive creation(s) and property(ies) of COMPOSER; and

a: That COMPOSER shall be and remain the sole and exclusive party(ies) of liability(ies) and/or responsibility(ies) with respect to any and all harm(s), blame(s), fault(s), cost(s), expense(s), loss(es), damages(s), and/or defamation(s), monetary or otherwise, whatsoever incurred and/or suffered by

PUBLISHER and/or any and all assigns thereof as (a) result(s) of PUBLISHER's attempt to exploit said WORK(s) hereof; and

b: With respect to section a:, above, COMPOSER does hereby agree to make any and all restitution(s) and/or reimbursement(s) immediately, and in full, and upon demand therefor by any and/or all injured party(ies) what/whomsoever: specifically, but not limited to: any and all cost(s) and/or expense(s) incurred by PUBLISHER, LICENSER, any and/or all injured party(ies) what/whomsoever with respect hereto with respect hereto attorney's fee(s), court(s) costs, and all other such litigation(s) cost(s) and/or expense(s) whatsoever.

3. COMPOSER does hereby assign, transfer, and otherwise deliver to PUBLISHER (a) certain heretofore unpublished original musical, or other, composition(s): hereinafter known as as WORK(s); including title(s), word(s), and music score, if any, and any and all right(s), title(s), interest(s), ownership(s), possession(s), dominion(s), domain(s), authority(ies) and power(s) whatsoever: specifically, but not limited to: a but not limited to: any and all right(s), title(s), interest(s), ownership(s), possession(s), dominion(s), domain(s), authority(ies) and power(s) whatsoever with respect to foreign and/or domestic licensing of said WORK(s) and with respect to (the) secure(ment)(ing) (of) additional copyright(s) and/or other relevant protectives with respect thereto throughout the world and/or wheresoever said WORK(s) are, or might be, sold and/or performed for profit(s); said title(s) and/or word(s) and/or music score are hereto attached; and

a: In any and all such said events and/or circumstances, any and all said license(s) issued and/or entered into by PUBLISHER and/or LICENSER on behalf of PUBLISHER with respect to said WORK(s) shall require the imprinting of COMPOSER's name(s) as relevant in accordance with Entertainment and Recorded Music Industries Standards and Practices.

4. The term and duration of this agreement shall be FIVE (5) YEARS following date of signature hereof, and/or with respect to additional WORK(s) hereof, date of BMI's clearance by PUBLISHER of said additional WORK(s): providing PUBLISHER does not prior to expiration thereof secure a phonorecord release thereof: hereinafter known as PHONORECORD regardless of the form, format and/or configuration thereof; which said PHONORECORD embodying said WORK(s) shall be available through the existing commercial distribution services and/or facilities with respect thereto: whereupon the term and duration of this agreement shall be for the period of THIRTY FIVE (35) YEARS following the expiration of the entire term and duration of any and all agreement(s) entered into as (a) result(s) of this agreement; however

a: Should PUBLISHER fail to secure release of said WORK(s) as specified hereabove, this agreement shall terminate and expire in its entirety and any and all right(s), title(s), interest(s), ownership(s), possession(s), dominion(s),

domain(s), authority(ies) and power(s) whatsoever with respect thereto shall then and there revert free and clear to COMPOSER;

b: With respect to said provisions hereof in Paragraph 4., any and all initial cost(s) and/or expense(s) incurred thereby shall be the sole and exclusive liability and/or responsibility of PUBLISHER and/or relevant assign(s) thereof.

5. With respect to royalty(ies) and/or earnings with respect to Public Performance(s) for Profit with respect to said WORK(s): BMI shall be the sole and exclusive Affiliation Agency with respect to collection(s) and disbursement(s) of any and all monies due with respect to said Public Performance(s) for Profit earnings to both PUBLISHER and COMPOSER: and shall divide same in accordance with relevant statutes, regulations, provisions, terms and/or clauses in/of BMI's affiliation agreement(s): currently being FIFTY PERCENT (50%) thereof to PUBLISHER and FIFTY PERCENT (50%) thereof to COMPOSER after deduction of any and all costs and expenses incurred by BMI with respect thereto; and thereby PUBLISHER shall not be obligated to divide PUBLISHER's Public Performance(s) for Profit earnings with COMPOSER; however

a: PUBLISHER is not a member of either BMI's "pay" or BMI's "pittance" Cliques as evidenced by PUBLISHER's many charted records, both foreign and domestic, with only broadcaster promotion of said WORK(s) and BMI's perpetual "no surveyed performances" of said WORK(s); therefore

b: Payments to COMPOSER by BMI with respect to said Public Performance(s) for Profit earnings with respect to said WORK(s) is neither inferred nor guaranteed by PUBLISHER nor any other entity(ies) what/whomsoever associated therewith.

6. With respect to any and all licenses issued by PUBLISHER with respect to said WORK(s), and any and all other such paid use(s) whatsoever whereof PUBLISHER shall receive payment(s): PUBLISHER shall pay COMPOSER royalties with respect to mechanical earnings in the amount of FIFTY PERCENT (50%) of the net profit thereof after the deduction of any and all costs and/or expenses incurred by PUBLISHER with respect to securing said license(s) and/or use(s) thereof, in accordance with the following schedule:

a: Accounting(s) accompanied by/with payment in full due COMPOSER shall be made by PUBLISHER within FIFTEEN (15) working days after the First (1st) Days of May and/or December of each and every year this contract shall remain in force and/or effect with respect to any and all said periods wherein earnings shall become due to COMPOSER; however

b: With respect to any and all license(s) paid in advance with respect hereto: PUBLISHER shall have the right(s) to issue payment(s) to COMPOSER immediately upon accomplishing a full accounting thereof; and

c: With respect to any and all payments with respect to said mechanical and/or license earnings that shall or may become due and payable to COMPOSERS, PUBLISHER has been instructor to make any and all such said payments directly to COMPOSER.

7. COMPOSER does hereby agree, that: any and all costs and/or expenses whatsoever incurred by PUBLISHER with respect to administration, time, diversion of resources, and any and all other requirements by COMPOSER of/upon PUBLISHER other than as specified herein: shall be deducted from PUBLISHER's allotted budget(s) with respect to exploitation of said WORK(s); and

a: Said administration, time, diversion of resources, and any and all other requirements by COMPOSER of/upon PUBLISHER shall be billed against COMPOSER at the rate of ONE THOUSAND DOLLARS (\$1,000.00) (U.S.C.) per hour and/or portion thereof, plus any and all expenses incurred thereby, plus any and all accrued interest(s) thereon compounded at ONE AND ONE HALF (1 & 1/2) TIMES the average bankcard interest(s) rate(s) for the previous twelve (12) months prior to expenditure by PUBLISHER and/or said assign(s) thereof and/or accounting thereof, which ever is greater; and

b: With respect to said provisions hereof in Paragraph 7., should said allotted budget(s) drop below that which PUBLISHER shall deem necessary or required with respect to financing and/or administration with respect to said exploitation of said WORK(s) as (a) result(s) of said any and all other requirements by COMPOSER of/upon PUBLISHER: PUBLISHER shall then and there be empowered to act as PUBLISHER shall deem and/or determine to be appropriate with respect to both investment(s) and/or return(s) on said investment(s) with respect to said allotted budget(s); and

c: With respect to section b:, above, the term and duration of this agreement with respect to said specific WORK(s) thereof shall then and there be and become perpetual, and/or until PUBLISHER and/or said assign(s) thereof are fully restituted and/or reimbursed as specified hereabove; and

d: In any and all events and/or circumstances with respect hereto: PUBLISHER shall then and there be empowered to withhold any and all earnings and/or royalty(ies) that would otherwise be due to COMPOSER until any and all said restitution(s) and/or reimbursement(s) are made and/or paid in full therefrom.

8. PUBLISHER shall have, hold, and retain, any and all right(s), authority(ies) and/or power(s) whatsoever to administer and/or to dispose of this agreement, in whole or in part, at any time to any other party(ies) and/or entity(ies) what/whomsoever for any remuneration PUBLISHER shall deem and/or consider appropriate without any consultation(s) with and/or notification(s) of COMPOSER whatsoever, providing:

a: Said recipient(s) thereof shall agree to abide by any and all provisions herein, and/or agree to negotiate with COMPOSER with respect to their respective interest(s); and

b: PUBLISHER shall not be obligated nor liable to pay COMPOSER any share or portion of any monies received, if any, by PUBLISHER with respect to said disposal hereof.

9. COMPOSER does hereby agree to indemnify PUBLISHER and any and all assigns and/or associates what/whomsoever thereof: against any and all harm(s), blame(s), fault(s), cost(s), expense(s), loss(es), damage(s), defamation(s), and/or suit(s) by/of law, monetary or otherwise, incurred and/or suffered thereby as (a) result(s) of any and all act(s), action(s), misrepresentation(s), plagiarism(s), and/or any and all endeavor(s) hereof by PUBLISHER, LICENSER and/or said any and all assigns and/or associates thereof, on behalf of COMPOSER with respect hereto.

10. With respect to person(s) of contact(s) hereof with respect to any and all administration(s), information(s), documentation(s) and/or accounting(s) whatsoever with respect hereto: PUBLISHER shall contact only COMPOSER as undersigned to the exclusion of all other party(ies) and/or entity(ies) what/whomsoever; and COMPOSER shall contact only PUBLISHER as undersigned to the exclusion of all other party(ies) and/or entity(ies) what/whomsoever; and neither PUBLISHER nor COMPOSER shall either provide nor be obligated in any manner whatsoever to provide or surrender any information(s), documentation(s), and/or accounting(s) whatsoever with respect hereto to any other party(ies) and/or entity(ies) what/whomsoever other than as prescribed by, and in accordance with relevant legal statute(s) as interpreted by (a) court(s) of competent jurisdiction with respect thereto.

11. Any and all disagreement(s) between the parties hereof shall be presented in writing to Officers of the Board of Directors of PATHFINDERS, Incorporated, for their determination(s) with respect thereto: which determination thereof shall be final.

12. This is the entire agreement, and any and all changes herein, additions hereto, and/or deletions herefrom, shall be in writing, signed by PUBLISHER and COMPOSER as signed hereunder, and attached in permanent addendum hereto.

NOW, THEREFORE, in testimony hereof we do hereby set our hands:

Date of Signature.

COMPOSER.

ACCEPTED by the PUBLISHER.

**ADDENDUM, THE FIRST
UPC CODE NUMBER = 76665-XXXXXXX
BOBBY FARRELL INTERNATIONAL MUSIC PUBLISHING COMPANY**

CONTRACTED SELECTIONS

1. With respect to Paragraph 2., above, and all other contents with respect to this Agreement; Authors and/or Composers owning shares of both lyrics and score are:

Selection 1:

Selection 2:

Selection 3:

Selection 4:

Selection 5:

Selection 6:

Selection 7:

Selection 8:

Selection 9:

Selection 10:

Date of Signature.

COMPOSER.

ACCEPTED by the PUBLISHER.