

Schedule "B"

MECHANICAL AND MASTER USE LICENSE WAIVER

AGREEMENT made and entered into as of the ____ day of ____, 2011 between _____ *[name of artist]* ("Licensor") and **Jim Pattison Broadcasting Group Limited Partnership** #300 – 1401 West 8th Avenue, Vancouver, BC V6H 1C9 ("Licensee").

1. **OWNERSHIP AND COMPOSITIONS:** Licensor represents and warrants that Licensor is the owner of the copyright in the following musical composition:

“ _____ ” *[insert name of song]*

(hereinafter referred to as the "Composition"), and the copyright in the master sound recording embodying such Composition (the "Master") and has the right to grant the licenses to Licensor's interest herein provided.

2. **LICENSES:**

(a) Licensor grants to Licensee the non-exclusive right, privilege and license, to include the Composition on a compilation Compact Disc, other digitally formatted device, free digital download and to make the Composition available for streaming on the Licensee's Website (the "Website") and to use the Composition in the advertising of the Licensor's radio station and the Peak Performance Project throughout the world for two (2) years from the date of this Agreement, for promotional purposes only and not for resale; and

(b) Licensor grants to Licensee the non-exclusive right, privilege and license, to include the Master on a compilation Compact Disc, other digitally formatted device, free digital download and to make the Master available for streaming on the Licensee's Website (the "Website") and to use the Master in the advertising of the Licensor's radio station and the Peak Performance Project throughout the world for two (2) years from the date of this Agreement, for promotional purposes only and not for resale; and

(c) Licensor grants the Licensee the first right of radio broadcast of the Master and Composition throughout the world.

3. **ROYALTY:** In consideration of the Licensee having fully financed the recording of the Master recording, the Licensor agrees to waive any mechanical license fees and master use license royalties, fees or other payments.

4. **CREDIT:** Licensee shall provide the Licensor with the opportunity to include in the name of the writers and the publishers of the Composition and the owners of the Master on the Website.

5. **WARRANTY & INDEMNITY:** Licensor indemnifies and holds harmless Licensee, its successors and assigns from any and all loss, damage, cost or expense, including legal fees, by reason of any adverse claims by others in and to the subject matter hereof, or by reason of any breach of any of the expressed warranties herein contained, or by reason of any adjudication invalidating said mechanical rights or copyright privileges under which this license is granted.

6. **ASSIGNMENT:** This agreement is not assignable by either party and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. The licenses granted under this agreement may be assigned by the Licensee to the Music BC Industry Association at Licensee's sole discretion.

7. **TERM:** This license shall continue in effect for a period equal to the life of the copyrights in the Masters and the Composition.

10. **EFFECTIVE LAW:** This agreement shall be construed in accordance to the laws of the Province of British Columbia.

11. **LICENSING INFORMATION:**

Artist:

Song Timing:

Album Title:

Release Date:

Label Name:

Songwriters:

Agreed and Accepted

Licensee:

Jim Pattison Broadcasting
Group Limited Partnership

Per: _____

Licensor:

Signed, Sealed and Delivered)
in the presence of :)

_____))
Witness)

_____))

Address)

_____))
[artist signature]

_____))
[print artist name]

If more than one Licensor:

Signed, Sealed and Delivered)
in the presence of :)

_____))
Witness)

_____))

Address)

_____))
[artist signature]

_____))
[print artist name]

Signed, Sealed and Delivered)
in the presence of :)

_____))
Witness)

_____))

Address)

_____))
[artist signature]

_____))
[print artist name]

Signed, Sealed and Delivered)
in the presence of :)

_____))
Witness)

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Address)

_____))
[artist signature]

_____))
[print artist name]

Signed, Sealed and Delivered)
in the presence of :)

_____))
Witness)

_____))

Address)

_____))
[artist signature]

_____))
[print artist name]