

FOR VALUABLE CONSIDERATION and in consideration of the mutual covenants, conditions and promises of the parties hereto, Wake Thy Neighbor Corporation ("WTN") hereby grants to Licensee ("LICENSEE") the following:

1. WTN hereby grants to LICENSEE the non-exclusive, restricted and non-assignable right and non-transferable license (with permission to sublicense the theme in a synchronized form) to utilize solely during the term hereof the musical themes ("theme" or "themes") to be offered by WTN and selected by LICENSEE from time to time upon the terms and conditions set forth in this Agreement. The themes to which this Agreement applies shall be determined by WTN, in its sole discretion, and shall be provided to LICENSEE in accordance with WTN's published license plan. The use of said themes by LICENSEE shall be limited and restricted solely for the purpose of synchronizing recordings (deemed a "synchronized form") therefrom in timed relation with films, slide films, videos, training or marketing presentations, radio, cable and television presentations or commercials, and any other multimedia or audiovisual displays or presentations which shall be produced by LICENSEE for worldwide release and used solely by either LICENSEE or its sublicensee under a written sublicense agreement, a copy of which shall be made available at any time for inspection by WTN. Any other proposed use of the themes by LICENSEE (e.g., duplication of the WTN music library in whole or part) is strictly prohibited. WTN expressly reserves the right publicly to perform, and to license others to perform, the themes. Nothing herein contained shall be construed to restrict or prohibit WTN from entering into similar agreements with other persons with respect to any of the themes licensed or to be licensed to LICENSEE, nor shall it entitle LICENSEE to sell or otherwise transfer any right or interest in the themes without the express prior written consent of WTN.

2. WTN hereby grants to LICENSEE the limited and restricted right to make up to (100) copies of each synchronized form created hereunder utilizing the themes. Notwithstanding, anything contained herein, in the event that LICENSEE, its sublicensee or any subsequent user intends to (i) modify the themes (e.g., adapt, alter, change, rearrange or rerecord the melodies, instrumentation or lyrics); or (ii) use the themes in conjunction with any device capable of storing sounds (including, but not limited to, records, tapes, compact discs, video cassettes, CD-ROM, DVD, hard disks, MP3 devices, memory chips, MIDI and film) which is to be reproduced and is thereafter intended to be sold, licensed leased or rented (including, but not limited to, mail order, over-the-counter, or business to business sales) as either a "retail" or "syndicated" sale to the general public or to any other person, firm or entity, then such modification or use shall be deemed a "special use." In such circumstances, prior to any such modification or use of the themes, LICENSEE shall obtain the written consent of WTN, which may be withheld in the sole discretion of WTN, and furthermore, WTN shall be entitled to an advanced payment of a "special use royalty fee" from LICENSEE. The amount of such special use royalty fee and the method of payment thereunder shall be determined by WTN prior to any such modification or use. In no case may a theme be reproduced or dubbed in bulk by LICENSEE or its sublicensees without the prior written consent of WTN.

3. LICENSEE shall pay to WTN a Royalty Rate Fee ("Fee") according to the terms on the License which are incorporated herein by reference.

4. The term ("term") of this Agreement is set forth on the License. The term of this Agreement shall be automatically renewed if not terminated by WTN or LICENSEE within thirty (30) days prior to the expiration date of this Agreement, or any extension thereof. Upon each renewal of this Agreement, LICENSEE shall pay to WTN an additional Fee according to the WTN Rate Schedule in effect at the date of such renewal.

5. The compact discs and the copyrighted works embodied therein shall remain the sole property of WTN. In the event this Agreement is terminated for any reason whatsoever, LICENSEE shall return to WTN within ten (10) days of the termination date at LICENSEE's sole cost any and all compact discs furnished by WTN in connection with this Agreement.

6. The right to use a theme as an integral, synchronized part of a specific production ("production") created during the term of this Agreement by LICENSEE shall continue for Twenty-Five (25) years provided there are no changes whatsoever to said production subsequent to the termination of this Agreement. Any change to a production subsequent to termination of this Agreement, in any manner whatsoever, including, but not limited to, synchronization with any other element or change in the voiceover or editing, shall be deemed a new or different production ("reuse") and shall require a new license from WTN and payment of an additional fee to WTN, prior to such reuse in accordance with the WTN licensing procedures and WTN rate schedule in effect at the time of such reuse.

7. Notwithstanding anything contained herein, in the event LICENSEE or any sublicensee of LICENSEE violates this Agreement in any manner whatsoever, including either the failure to pay the Fee described herein, or by the inappropriate use of the themes as described in paragraph 2 above, the license granted by this Agreement shall automatically terminate and LICENSEE shall have no further right to use or sublicense said themes. In such event, WTN, in addition to any other remedy available at law or equity, shall thereupon be entitled to seek and obtain an injunction to enjoin LICENSEE or its sublicensees from the use or sublicensing of said themes.

8. WTN represents and warrants that it has the full power and authority to enter into this Agreement and to grant a LICENSEE the license hereby granted and it is specifically understood and agreed that LICENSEE shall not by becoming a licensee undertake or assume any obligation or liability for residuals which may be due to the musicians or singers who's services were rendered in connection with the recording of the themes.

9. Nothing herein contained shall be construed to give WTN any right or claim to any fees or sums paid or to be paid to LICENSEE by the sublicensees of LICENSEE.

10. As a material part of this Agreement, LICENSEE agrees to defend, indemnify and save WTN and any of its agents and employees free and harmless against any and all claims, suits, liability, loss, damage, judgments, recoveries, costs and expenses, and attorneys' fees, which may be made or brought, paid or incurred, by reasons of any breach or claim of breach of this Agreement or any agreement of the LICENSEE with any third party whatsoever concerning said themes and agrees to indemnify and hold WTN harmless on account of any breach or default under this or any other agreement by either LICENSEE or its sublicensees relating to said themes. Additionally, WTN shall be entitled to designate the attorneys engaged in connection with any such claim or suit on account thereof and LICENSEE hereby assigns to WTN any cause(s) of action which it may have in the future against any third party whatsoever concerning said themes.

11. This license is granted solely to LICENSEE at the location as specifically designated on the License. In the event LICENSEE is a corporation or partnership, the term "LICENSEE" as used herein, shall not include a parent, subsidiary, affiliate, separate department or branch office of such corporation or partnership, except with the prior written consent of WTN.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any dispute arising out of or with respect to this Agreement shall adjudicated solely by the competent Federal or State court situated in the County of San Diego, State of California, or such other court, as WTN shall determine. LICENSEE hereby consents to the venue and jurisdiction of such court for purposes of any such dispute.

13. It is specifically agreed that this Agreement and the documents expressly incorporated herein contain each of the terms, covenant, conditions and promises of the parties hereto. No modification shall be valid or binding unless made in writing and executed by both parties hereto.

14. Should any action be brought for damages, or to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Said costs and expenses may include any and all collection costs incurred.

15. Subject to the provisions of Paragraph 1 hereof, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors and assigns.

16. This Agreement may be executed in duplicate, each copy of which shall serve as an original copy for all purposes, each copy of which shall constitute one in the same agreement.

17. Licensee hereby agrees to include a credit with the words: "Music Copyrighted by Wake Thy Neighbor Corporation, <http://www.wakethyneighbor.com>" on any films, slide films, videos, training or marketing presentations, cable and television presentations (excluding commercials), and any other multimedia or audiovisual displays or presentations whatsoever which shall be produced by LICENSEE except by prior written consent of WTN.

18. THIS AGREEMENT SHALL BE DEEMED EFFECTED **ONLY** UPON:

(i) RECEIPT BY WTN OF THIS AGREEMENT SIGNED BY LICENSEE; AND

(ii) PAYMENT BY LICENSEE OF THE LICENSE FEE AS PROVIDED FOR HEREIN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written on the License.

Wake Thy Neighbor Corporation

LICENSEE \_\_\_\_\_

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Paul C. Murphey

Please Print Name \_\_\_\_\_