

AGREEMENT, dated as of _____, 2021 by and between Master Riffs, LLC, 1761 West Hillsboro Blvd, Suite 409 Deerfield Beach, FL 33442 ("Seller") and _____ ("Purchaser").

WHEREAS, Seller has consigned certain assets (as set forth on Schedule A attached hereto, the "Assets") to be sold by Heritage Auctioneers & Galleries, Inc. ("Auctioneer") as part of their July 31, 2021 Auction Number 7245 entitled "_____" (the "Auction") as Lot Number _____ (the "Lot") and

WHEREAS, Purchaser has placed a successful bid for the Lot and, upon payment of the purchase price and all related fees to the Auctioneer, and compliance with all requirements established by the Auctioneer with respect to the purchase of the Lot (the "Auction Requirements"), will take ownership of the Assets comprising the Lot; and

WHEREAS, signature of, and compliance with, this Agreement is a condition of the purchase of the Lot;

NOW THEREFORE, Purchaser and Seller hereby agree as follows:

1. Subject to satisfaction of the Auction Requirements, in the Auctioneer's sole determination, the Seller hereby sells, assigns and transfers to Purchaser, its successors or assigns, the entire right, title and interest in and to the Assets, including the musical composition entitled "Broken Record" (the "Composition"), the one (1) master recording of the Composition featuring Joe Bonamassa (the "Recording") and four videos (the "Videos"), including without limitation, each of the copyrights therein, including any and all renewals or extensions thereof, throughout the world, in perpetuity. For the avoidance of doubt, the copyright in the cover art contained in the Lot is retained by the Seller.

2. Subject to paragraph 3 below, the Purchaser shall have the right to exploit the Composition, Recording and Videos in such manner and by such methods as the Purchaser shall determine. In connection therewith, Seller grants to Purchaser the, non-exclusive limited right to utilize the name, approved likeness and approved biographical information of Joe Bonamassa ("Artist") solely in connection with the exploitation of the Composition, Recording and Videos as permitted hereunder. All likeness and biographical information shall be provided solely by Seller or must be pre-approved by Seller.

3. Notwithstanding that Purchaser has acquired the copyright in the Composition, Recording and Videos, Purchaser shall not, and shall not authorize any third party, to do any of the following with respect to the Composition, Recording or Videos without Seller's prior written approval in each instance, such approval not to be unreasonably withheld or delayed:

(i) Authorize the use and/or synchronization of the Composition, Recording or Videos in (A) any motion pictures, television programs, videogames or other audiovisual productions, or (B) in any commercial, political and/or religious advertisements, campaigns, sponsorships or endorsements;

(ii) Authorize the so-called "sampling" of any portion of the Recording in a new recording;

(iii) Authorize the so-called "interpolation" of any portion of the Composition in a new musical composition;

(iv) Authorize any license or permission for use of the Composition, Recording or Videos in any merchandise or bundled with any product or merchandise;

(v) Authorize the use of the title of the Composition as the title of a play, film or TV program, or authorize the dramatization of the Composition;

(vi) Authorize any so-called “grand rights” dramatic licenses with respect to the Composition (defined as any license authorizing performance of the Composition by an actor or actress in a musical comedy, play, opera, operetta, theatrical motion picture or television program in which there is a definite plot depicted by action and in which such performance is woven into and carries forward the plot and its accompanying action);

(vii) Change the title and/or change the music of any Composition or license a parody of the Composition;

(viii) Edit or alter the Recording or the Videos;

(ix) Couple the Recording or the Videos with other recording or videos not embodying the Artist’s performances, except non-retail jukebox compilations, consumer compilation records (e.g., records sold through digital on-demand kiosks and similar systems) and programs for use on public transportation carriers and facilities;

(x) Use the Recording or Videos on so-called premiums (records or audiovisual devices promoting or sponsored by a company, product or service); or

(xi) Sell the Recording for less than the selling price of the majority of recordings available for sale on the applicable platform on which the Recording is sold.

4. Notwithstanding the sale of the copyright in the Composition to Purchaser, all rights in the writer’s share of income relating to the Composition are retained by Artist as the writer of the Composition, including without limitation, the writer’s share of public performance income and the writer’s share of any third party licenses (which share shall be deemed to be fifty (50%) percent of the gross fee for any license). Artist shall be entitled to collect the writer’s share of public performance income directly from the performing rights society(ies) with which Artist is affiliated.

5. Notwithstanding the sale of the copyright in the Recording to Purchaser, all rights in the performer’s share of so-called “neighboring rights” income are retained by Artist, including without limitation, neighboring rights income paid by SoundExchange and any other collection societies. Artist shall be entitled to collect the performer’s share of neighboring rights income directly from the neighboring rights society(ies) with which Artist is affiliated.

6. Notwithstanding the sale of the copyright in the Recording, Composition and Videos, in the event any other royalties are payable currently or in the future to the writer of a composition or to the performer embodied on a master recording or video as a result of the exploitation thereof, the right to collect and receive such writer and/or performer royalties are expressly retained by Artist.

7. Purchaser shall cause any licensee of the Composition to pay the writer’s share of income (which shall be deemed to be fifty (50%) percent of the gross fee for any license) directly to Artist at the notice address set forth herein. In the event a licensee does not account directly to Artist, and monies are due to Artist, Purchaser shall account to Artist with a detailed statement of account no later than January 30 and July 31 of each year with respect to all income from the prior January 1 to June 30 or July 1 to December 31 periods, respectively. Artist shall have the right to inspect Purchaser’s books and records with respect to any sums derived from exploitation of the Composition. Purchaser acknowledges and agrees that any

license for the Composition shall be issued solely for an equivalent fee as is paid for the Recording or other master recording embodying the Composition licensed for such project (i.e., on a favored nations basis; not placing greater value on the Composition or the Recordings/master utilized).

8. (a) Purchaser will indemnify and hold Seller harmless from and against any and all loss, damage, cost, liability, judgment, award, compromise or settlement (including court costs and reasonable outside attorneys' fees) arising from any third-party claim that arises from Purchaser's exploitation of the Assets in a manner not permitted hereunder. Purchaser shall give Seller prompt notice of any third party claim which Purchaser receives. Seller shall have the right to participate in the defense thereof by counsel of Seller's choice, at Seller's sole cost and expense.

(b) Neither party will be deemed in breach of this Agreement unless such party notifies the other party thereof and the allegedly breaching party fails to cure same within thirty (30) days after receiving such notice; provided, that if the alleged breach is of such a nature that it cannot be completely cured within thirty (30) days, the allegedly breaching party will not be deemed to be in breach if such party commences curing the alleged breach within such thirty (30) day period and proceed to complete the curing thereof with due diligence within a reasonable time thereafter. Seller shall have the right to seek injunctive relief to prevent a threatened breach of this Agreement by Purchaser.

(c) The waiver of the applicability of any provision of this Agreement or of any default hereunder in a specific instance shall not affect the waiving party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

9. In the event Purchaser fails to comply with any obligations imposed on Purchaser hereunder, Seller shall have the right to terminate Purchaser's right to exploit the Assets by written notice to Purchaser, provided that, if such failure is capable of cure, Purchaser shall have fifteen (15) days from such notice to cure such failure. A breach of paragraph 3(ii), (iii), (iv), (vii), (viii), (ix) and (x) shall not be curable.

10. The terms hereof shall be binding upon any successor to or assignee of Purchaser's rights hereunder.

11. This agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by an instrument signed by Seller and Purchaser. A waiver by either party of any term or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

12. All notices hereunder shall be in writing and shall be given by personal delivery, registered or certified mail, at the addresses shown above, or such other address or addresses as may be designated by either party. Notices to Seller shall also be sent by email to: _____. Notices shall be deemed given upon receipt. Copies of all notices to Purchaser shall be sent to Herbsman, Hafer Weber & Frisch, LLP., 494 Eighth Avenue, Sixth Floor, New York, New York 10001, Attention: Jonas E. Herbsman, Esq. and via email to jonas@musiclaw.com.

13. This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into in the State of New York. The New York courts (State and Federal), only, will have exclusive jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, and not elsewhere. Any process in any

such action or proceeding may, among other methods, be served upon either party by delivering it or mailing it, by registered or certified mail, directed to the address first above written or such other address as such party may designate pursuant to the terms hereof. Any such delivery or mail service shall be deemed to have the same the same force and effect as personal service within the State of New York.

14. If any provision of this Agreement shall be held void, voidable, invalid or unenforceable, no other provisions of this Agreement shall be affected as a result thereof, and, accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or unenforceable provisions had not been contained herein. This Agreement shall not be deemed to give any right or remedy to any third party unless said right or remedy is specifically granted by Seller in writing to such third party.

15. This Agreement may be executed in facsimile, PDF and/or other electronic and/or reproduced form and/or in counterparts, each of which (including those bearing signatures in facsimile, PDF and/or other electronic and/or reproduced form) shall be deemed to be an original, and all of which together shall constitute one and the same legally binding Agreement.

MASTER RIFFS, LLC

By: _____
Name:
Title:

Purchaser