

# Claridge Music, Inc.

5362 Hollywood Boulevard  
(Suite 306)  
Hollywood, California 90028  
HOLLYWOOD 9-8149

## SONGWRITERS CONTRACT

AGREEMENT made this 2nd day of September 1967 by and between CLARIDGE MUSIC, INC.,  
a corporation (hereinafter called "Publisher"), and David RJordan

jointly and/or severally, (hereinafter called "Writer(s)");

### WITNESSETH:

1. The Writer(s) hereby sells, assigns, transfers and sets over unto the Publisher, its successors and assigns, for the world, a certain heretofore unpublished original musical composition, written and/or composed by the above named Writer(s) and tentatively entitled:

### "BROOKLYN LAVER"

including all musical and non-musical rights therein, the title, words and music thereof (and all literary characters contained therein), the world-wide common law copyright thereof and the right to secure copyright thereon throughout the entire world and to have and to hold the said copy-right together with all of the right, title and interest, both legal and equitable therein, including but not limited to the sole and exclusive worldwide publication, mechanical reproducing, motion picture and television (live and pay) synchronization rights and the right of public performance by any means, and all other rights including neighboring and commercial endorsement rights, now known or hereafter to come into existence, subject to the terms of this agreement.

2. The Writer(s) warrants and represents that he is the sole author(s) and composer(s) of the title, music and/or lyrics constituting the musical composition, which is a joint work; and that said music, title and lyrics are his own original work and creation; and that neither said music, title or lyrics, nor any part thereof, is a copy of any other copyrighted work or infringe or violate any rights of any third party; and that no adverse claim exists thereon. The Writer(s) further warrants and represents that he has not sold, assigned, leased, licensed or in any way disposed of, or encumbered, any of the rights herein granted to the Publisher and that he has the right to make this agreement.

3. In consideration for and in full payment of the aforesaid sale, the Publisher hereby agrees to pay jointly to the Writer(s) with respect to the musical composition:

- (a) NONE as a non-returnable advance against the royalties payable to Writer(s) hereunder, which sum, and all other advances which may be paid, shall be deductible from payments hereafter becoming due the Writer(s) hereunder;
- (b) SIX (6%) percent of the suggested retail selling price, less governmental taxes, duties, excises and tariffs, for each and every regular phonorecord copy and each and every dance orchestration thereof published and sold by and paid for to the Publisher in the United States and Canada and not returnable;
- (c) Ten (10%) percent of the retail selling price, less governmental taxes, duties, excises and tariffs, upon each and every printed copy of each and every other arrangement and edition thereof paid for to the Publisher in the United States and Canada and not returnable, except that in the event the said work shall be used, in whole or in part, in conjunction with one or more other musical compositions in a folio or album, the Writer(s) shall be entitled to receive that proportion of said Ten (10%) percent which the musical composition shall bear to the total number of musical compositions contained in such folio or album; but in no event shall Writer(s) be entitled to receive more than \$12.50 for any edition of lyrics only; provided, however, if Publisher licenses to others such use in folios or albums of lyrics only, Writer(s) shall receive in lieu of the aforesaid payment a sum equal to Fifty (50%) percent of any and all net sums actually received by Publisher by reason of said license for the musical composition, but not to exceed \$12.50 in the case of any edition of lyrics only.
- (d) Fifty percent of any and all net sums actually received by the Publisher from mechanical reproduction rights and motion picture and television synchronization rights in the United States and all other rights except as otherwise specifically provided for herein.
- (e) Fifty (50%) percent of any and all net royalties earned by actual uses, other than pursuant to (b) and (c) hereof for Canada, of the musical composition in countries outside of the United States and paid to the Publisher on standard sub-publication royalty terms in the industry (i.e., Ten (10%) percent of the marked retail list price on sheet music; Fifty (50%) percent of the mechanical synchronization and all other fees). The Publisher may sub-publish the composition outside of the United States through its own affiliates on said standard royalty terms;

and all other net sums actually received by the Publisher from any performance rights organizations