

Synchronization License

This synchronization license agreement (the "Agreement") is entered into as of _____ by and between Robert D. Stone("Producer") and _____ ("Licensor").

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement is entered into with respect to the musical composition entitled " _____ " (the "Composition"), with respect to that certain Public Access Television Show currently entitled "Music from Bob's Basement" (the "Show").

2. Licensor hereby grants to Producer, licensees and assigns, the non-exclusive right to record the Composition in any manner, medium, form or language, in each country of the Territory (as defined below) in synchronization for timed relation with the Show, and to make copies of such recordings in connection with the exploitation of the Show.

3. Licensor also hereby grants to Producer and its successors, licensees and assigns, the non-exclusive and irrevocable right and license, in perpetuity, to publicly perform for profit or non-profit, and to authorize others to so perform, the Composition as part of the exhibition or other exploitation of the Show (and any derivative works based thereon), and in any and all advertising or other publicity for the Show, in the Territory, in any and all media now known or hereafter devised, including, without limitation, Internet cybercast exhibition, theatrical exhibition, television exhibition (including, without limitation, free, pay, cable and satellite television) and by means of videograms (which include, without limitation, videocassettes and videodiscs).

4. Licensor also grants to Producer the perpetual, non-exclusive right to use and to license others to use Licensor's name in connection with Producer's exploitation of the Show; provided that such use is not in the form of a product or service endorsement without Licensor's prior written consent in each instance.

5. The territory covered by this Agreement (the "Territory") is the entire world.

6. As full and complete consideration for the rights granted to Producer hereunder, Producer shall pay to Licensor the sum of Zero Dollars (\$zero), payable upon Licensor's execution hereof.

7. Licensor represents and warrants that Licensor has the full right, power and authority to

enter into this Agreement and to grant the rights agreed to be granted hereunder. Licensor hereby agrees to defend, indemnify and hold harmless Producer, its successors, licensees and assigns from and against any and all claims, liabilities, damages, costs or expenses (including, without limitation, reasonable attorneys' fees) arising from any breach by Licensor of any representation, warranty, covenant or agreement made by Licensor hereunder.

8.

This Agreement does not authorize or permit any use of the Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of the Composition, to use the title of the Composition or any simulation thereof as the title or subtitle of the Show or any other work, to use the story of the Composition, or to make any other use of the Composition not expressly authorized hereunder. Licensor reserves exclusively to itself and its successors, licensees and assigns, all rights and uses in and to the Composition, whether now or hereafter known or in existence, except the limited use expressly licensed hereunder. By way of illustration and not of limitation, the following rights are specifically reserved to Licensor for Licensor's own use, and may not be exercised by Producer:

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(a) All rights of reproduction or use of the Composition on phonograph records, audio tapes and any other types of sound reproduction, whether now or hereafter known or in existence. Without limiting the generality of the foregoing, Producer shall have the right to include or authorize the use of the Composition or any portion thereof in any phonograph record of the soundtrack of the Show.

(b) The right to use the Composition in other motion Shows or other television programs not derived from the Show.

9.

Producer shall accord Licensor screen credit, substantially as set forth below, with

respect to the Master in the Show, including (without limitation) all videocassettes and videodiscs

(if any), as follows:

"Livin' Without You"

by Red Rogers

The foregoing credits shall be in such size and placement as is customarily accorded musical groups receiving screen credit.

Producer will require compliance with the foregoing credit requirements in all agreements for

the distribution, exhibition, or other exploitation of the Show, to assure that proper credit has been

accorded to Licensor; provided, however, that no casual or inadvertent failure to comply with the foregoing credit provisions shall constitute a breach of this Agreement by Producer.

~~10. Within five (5) days after the completion of the Show (or each episode of the Show), Licensor shall furnish Producer with a complete and accurate music cue sheet for the Show, as a condition of this Agreement.~~

11. In the event of any breach of this Agreement by Producer, Licensor's sole remedy shall be the recovery of money damages, and Licensor shall not have the right to terminate or rescind this Agreement or to enjoin or restrain the use of or the exhibition, distribution, advertising or exploitation of the Show.

12. Nothing contained herein shall in any way obligate Producer to use the Composition, or to produce, release, distribute, exhibit or otherwise exploit the Show. Producer shall be deemed to have fully satisfied its obligations hereunder by paying to Licensor the compensation payable pursuant to the terms hereof.

13. This Agreement is binding upon and shall inure to the benefit of the parties' respective successors and assigns. Producer may assign this Agreement, in whole or in part, at any time to any party as Producer may determine in its sole discretion.

14. This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior understanding or agreements of the parties. This Agreement may not be modified or amended except in writing signed by the parties to be charged.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and fully performed therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the day and year first written above.

"Producer"

"Licensor"

By: _____

By: _____

Authorized Representative: _____