



REV-SHARE AGREEMENT

This Agreement is between Tim Pinch (hereinafter called **PRODUCER**) and **JIM FOX** (hereinafter called **LICENSOR**). LICENSOR grants PRODUCER the right to record **JIM FOX** live in concert. LICENSOR grants PRODUCER the right to utilize these recordings through The Music Syndicate website located at www.themusicsyndicate.com.

PRODUCER has the right to use the whole or any part of these recordings as a part of The Music Syndicate on programs such as Guitar Night, Inside Jazz, Network Concerts, The Concert Hour, Interviews, and in the context of Artist Listening Channels. LICENSOR agrees that PRODUCER may assign the right to broadcast this recording to any syndication affiliate of The Music Syndicate. LICENSOR will receive a copy of the final programs that may be used for promotional purposes only with accreditation.

LICENSOR will receive a portion of the gross revenue derived from all sources directly related to the live recordings on which the Artist appears. This includes original live broadcasts, music in regular rotation on The Music Syndicate/Inside Jazz websites, any on-demand performances of the archived programs, the Licensor's Listening Channel, and any revenue derived from syndication and licensing of the program. The Licensor compensation shall be based upon the TTSL (Total Time Spent Listening) as a percentage of the gross data consumed by subscribers. The calculation of revenues from all performance-related sources is then calculated on a per-song basis.

LICENSOR may approve the rough mixes and edits prior to the broadcast of the recordings. PRODUCER agrees to pay all costs for recording, post-production work, editing, studio time, and delivery of program content.

This Agreement covers all recordings past/present/future on which the Licensor appears including The Music Syndicate, Inside Jazz, Network Concerts, Guitar Night, and others.

LICENSOR: Jim Fox

Tim Pinch (The Music Syndicate)

BY: _____

BY: Tim Pinch