



GENERAL OWNER AGREEMENT

THIS GENERAL OWNER AGREEMENT IS MADE BETWEEN:

- 1) CCLI, LLC on the one side, located at 17205 SE Mill Plain Blvd., Suite 150, Vancouver, Washington 98683 (an Oregon corporation formed in the United States) ("CCLI") and
- 2) OWNER, as named on the signature page hereof, on the other side ("Owner").

WHEREAS:

- 1) CCLI is in the business of issuing licenses, subscriptions and other services in Programs to Churches and Schools, in accordance with the terms of the Agreements; and
- 2) CCLI desires to obtain and Owner desires to license to CCLI the rights necessary for CCLI to operate Programs with respect to Owner's Works.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- 1.1 "Agreements" means this General Owner Agreement and any associated Program Agreement. CCLI will, from time-to-time, translate the General Owner Agreement and Program Agreements into a non-English language solely for purposes of improving comprehension. For the avoidance of doubt, the English language version is the definitive source and the non-English translation shall have no legal force or effect.
- 1.2 "Catalog" means a collection of Works to be included in the Programs in which Owner participates.
- 1.3 "Church" means a church, as that term is commonly understood, or an organization that conducts religious-based services, activities or events at fixed or multiple locations.
- 1.4 "Church Services" means all religious forms of services, meetings and related activities held by a Church and under the authority of the Church.
- 1.5 "Church Size" means the average regular attendance of the Church's main service or the average aggregate attendance of a Church's main services, if multiple. In the case of an Event License or Mobile License, Church Size means the highest projected attendance of any one (1) Church Service to be held during the term of the Event License or Mobile License in question.
- 1.6 "Copy" or "Copies" means the reproduction of a Work by making copies, including without limitation by digital or electronic means, and *Copy* refers to a copy so made and *Copying* refers to the act of making the Copy.
- 1.7 "Copy Activity" means the reproducing of a Work by a Church or School as permitted by a License.
- 1.8 "Copy Report" means the form indicating the Copy Activity of a Church or School.
- 1.9 "Country" means a geographical, jurisdictional or governmental boundary, as that term is commonly understood.
- 1.10 "Credit" means the Copy Activity reported by Churches and Schools in the Copy Reports for each Report Period for each applicable Program.
- 1.11 "Credit Value" means the monetary value of one Credit.
- 1.12 "General Owner Agreement" means this umbrella Agreement, which governs all other Agreements that are entered into between the parties unless otherwise expressly stated in such other Agreement.
- 1.13 "License" means an agreement between a Church or a School and CCLI whereby the Church or School participates in a Program.
- 1.14 "Licensee" means a Church or School that enters into a license with CCLI in connection with a Program.
- 1.15 "Licensed Rights" means the non-exclusive rights licensed to a Church or School in connection with a Program.
- 1.16 "Musical Composition" means a song (words and/or music) that is owned and/or controlled by Owner and that is licensed to CCLI for use in a Program.
- 1.17 "Owner" means the person or entity that owns and/or controls Rights in Works, and is identified as "Owner" on the signature page of this General Owner Agreement.
- 1.18 "Owner's Percentage" means the percentage of Rights in a Work that is owned and/or controlled by Owner.
- 1.19 "Owner's Representative" means a person or entity appointed by Owner to represent its interests with regard to this Agreement or any applicable Program Agreements. The appointment of an Owner's Representative shall not be effective until Owner provides CCLI with notice of such appointment in accordance with Clauses 5.4 and 16.

- 1.20 “Program” means a license, subscription or service operated by CCLI in accordance with the terms of the Agreements.
- 1.21 “Program Agreement” means the Agreement between CCLI and Owner that governs activities for a particular Program in which Owner has licensed its Work to the extent allowed by law in the particular Country.
- 1.22 “Program Revenue” means all sums of money, excluding Service Fees, actually received by CCLI from Licensees or credited to CCLI by the same, pursuant to a particular Program after excluding therefrom only the following:
- 1.22.1 all value-added tax, sales tax, turnover tax and any similar tax or fiscal imposition assessed to CCLI and actually paid by CCLI to the applicable taxing authority, to the extent these taxes are actually included in payments from Churches and Schools; however, income tax on CCLI, if any, and any other taxes of any kind or nature shall not be excluded;
 - 1.22.2 any withholding tax or similar fiscal withholding for which CCLI shall supply Owner with the appropriate forms to enable Owner to obtain release of the funds or tax credits;
 - 1.22.3 refunds actually paid to Churches and Schools on termination of participation in a Program; and
 - 1.22.4 any charges (except credit card, debit card or similar bank card charges) actually levied against CCLI by banks, credit agents or similar organizations that are not affiliated with CCLI relating to the handling of payments made by Churches and Schools to CCLI in connection with the Programs.
- 1.23 “Publication” means any publication or part of a publication of a Musical Composition that is licensed by the Publication Owner to CCLI for use in a Program (including, without limitation, publication by digital or other electronic means).
- 1.24 “Publication Owner” means the person who owns or controls the Typographical Copyright in the Country of the Publication in question and licenses it to CCLI for use in a Program.
- 1.25 “Recording” means any sound-recording of a Musical Composition that is licensed by the Owner to be transmitted, reproduced and distributed under a Program.
- 1.26 “Region” means a specific grouping of Countries in a geographic area which identify as one of CCLI’s regional territories (notwithstanding any change in their names or geographic boundaries). For each Region CCLI shall report, account, and pay independently of any other Region in the calculation of Program Revenue.
- 1.27 “Report Period” means the semi-annual periods for which CCLI will compute and pay those royalties payable to Owner as follows:
- 1.27.1 December 1 for the preceding period of April 1 to September 30; and
 - 1.27.2 June 1 for the preceding period of October 1 to March 31.
 - 1.27.3 Where December 1 or June 1 falls on a weekend or holiday CCLI will initiate payment to Owner on the immediately following business day.
- 1.28 “Reserved Rights” means all of Owner’s rights in and to the Works that are not specifically licensed to CCLI under the Agreements.
- 1.29 “Rights” means the rights in Works, which are licensed by Owner to CCLI for the Programs to the extent allowed by law in the particular Country, and which are licensed to the Church or the School, as identified in each Program Agreement.
- 1.30 “Service Fee” means the fee that CCLI may, at its discretion, incorporate into each Church and School Copyright License issued by CCLI in a Country other than the United States, and each Music Reproduction License issued by CCLI, not to exceed nineteen US dollars (\$19.00 USD) or the equivalent amount in each Country.
- 1.31 “Schools” means a place of formal education where collective worship takes place and Owner’s Works are licensed under the specific terms and conditions of a particular Program. Schools are licensed only under the Program Agreement for the Church Copyright License and the Program Agreement for Music Reproduction License; however,
- 1.31.1 separate accounting shall be maintained, one (1) for Churches and one (1) for Schools;
 - 1.31.2 notwithstanding the Program name, CCLI is permitted to re-brand the Program under a different name solely for the purposes of conveying the nature of the product to the intended audience; and
 - 1.31.3 hereinafter the term “Churches” shall incorporate the term “Schools”, except as otherwise specifically set forth herein, with respect to the Program Agreement for the Church Copyright License and the Program Agreement for Music Reproduction License.
- 1.32 “Term” means the time period during which the Agreements are in force. With respect to this General Owner Agreement and Program Agreements between Owner and CCLI, the Term shall be three (3) years, commencing with the date of full execution of the applicable Agreement; thereafter, the Term of the Agreements shall be automatically renewed for additional periods of one (1) year each (each an additional contract period), commencing upon the expiration of the Term of the applicable Agreement, unless and until terminated by either party giving at least six (6) months’ prior notice in accordance with Clause 16 before the date of expiration of a given contract period of the specific Agreement being terminated.
- 1.33 “Territory” means the world, to the extent that CCLI
- 1.33.1 offers a particular Program in a Country;
 - 1.33.2 makes available to Owner a current listing of Countries in each Program; and

1.33.3 may sell one-off Licenses to Churches in accordance with Clause 3.1 of this General Owner Agreement
1.34 “Typographical Copyright” means copyright in the applicable Country in the typographical arrangement of the Publication in question.

1.35 “Work” means a musical, literary, typographical, recorded or other copyrightable form of artistic expression that is licensed by Owner to CCLI for use in a Program.

2. GENERAL OWNER AGREEMENT & PROGRAM AGREEMENTS

2.1 This General Owner Agreement creates certain obligations between CCLI and Owner but does not obligate either party to engage in any particular Program.

2.2 Notwithstanding Clause 1.32, this General Owner Agreement takes effect on the commencement date and remains in effect as long as Owner has an active Program Agreement.

2.3 An executed Program Agreement, along with this General Owner Agreement, will constitute the Agreements of the parties with respect to that Program.

2.4 All defined terms in this General Owner Agreement will have the same meaning when used in the Program Agreements, unless otherwise specified in the Program Agreement, and all Program Agreements will incorporate the terms and conditions of this General Owner Agreement.

2.5 If any provision of a Program Agreement is in conflict with this General Owner Agreement, the terms of this General Owner Agreement will govern that specific provision, except if otherwise specifically stated.

3. LICENSE OF RIGHTS

3.1 In consideration of the undertakings, representations and warranties of CCLI contained in the Agreements, Owner hereby licenses to CCLI for the Territory the non-exclusive right to issue licenses, subscriptions and other services to Churches (inclusive of one-off licenses to a Church in non-CCLI territories as long as Program Revenue and Credits are reported through the primary Regional office for the Country in which the Church is located) for the express purpose of the use of Owner’s Works to the extent allowed by law in the particular Country via the exercise of the Rights specifically identified in each respective Program Agreement, except as to any particular Program for those Countries which Owner gives notice in accordance with Clause 16 to CCLI are excluded.

3.2 Reserved Rights are reserved in their entirety to Owner.

3.3 CCLI will not be obligated to operate or continue to operate any particular Program in every Country.

3.4 CCLI reserves the right to limit Owner’s participation in any Program.

3.5 CCLI reserves the right to withdraw from any Program any Work that, in its sole discretion, may be interpreted as objectionable, defamatory, obscene, blasphemous or unlawful.

4. OWNER'S WARRANTIES

Owner warrants, represents, undertakes and agrees for the benefit of CCLI that, as it pertains to any Program that Owner is participating in:

4.1 Owner is free to enter into the Agreements with respect to the Work to the extent allowed by law in the particular Country; it being acknowledged that CCLI will be responsible for obtaining any applicable licenses or agreements from, and accounting and making payments to, any owner or administrator of a share of a work comprising a portion of a Work that is not Owner’s Percentage and cannot be licensed by Owner by applicable law or that Owner requires CCLI to obtain that is included in a Program, it being understood that Owner has no obligation to license any portion of a Work that is not Owner’s Percentage.

4.2 Owner owns and/or controls the Rights; provided, however, that CCLI and Owner acknowledge that, subject to paragraph 4.1 above, notwithstanding anything to the contrary expressed or implied in the Agreements, the Rights are only:

4.2.1 for those Countries in which Owner owns and/or controls the Rights; and

4.2.2 for the period of time during which Owner owns and/or controls the Rights.

4.3 Owner shall use reasonable efforts to cause any third-party in a Country who may have territorial rights in Owner’s Percentage to cooperate with CCLI, at CCLI’s cost, for the purposes of effectuating the applicable Program in the applicable Country.

4.4 Owner has neither actual knowledge nor constructive notice of any defect in the Rights licensed under the Agreements. Accordingly, the exercise by CCLI, in accordance with the terms hereof, of the Rights granted under the Agreements shall not infringe the copyrights of any other party.

4.5 Owner acknowledges that there may be minor differences to the form of the licenses, as issued by CCLI to Churches in each Country.

5. OWNER'S DUTIES

5.1 For each Program and each Country in which Owner owns and/or controls the Rights, Owner will, prior to the commencement date and in a timely manner throughout the Term, provide CCLI with:

5.1.1 business and tax identifiers (e.g. SSN, ABN, TIN, National Insurance);

- 5.1.2 employee names and their authorities including, but not limited to, signing agreements and acting on Owner's behalf with CCLI in the normal course of business;
- 5.1.3 for sole proprietorships and partnerships, identification of all Owners and their beneficiaries;
- 5.1.4 legal and contact information; and
- 5.1.5 ownership details for all participating Works owned and/or controlled by Owner.
- 5.2 If Owner desires that other Works are to be added later to any Program for any Country, Owner will communicate the details of the additional Works to CCLI in a timely manner; however, Owner shall have the right to withdraw Works from any Program upon notice in accordance with Clause 16 to CCLI, or where Owner ceases to own and/or control the Rights to such Works.
- 5.3 Owner will supply one (1) authorized digital or printed copy in each fixation format and one (1) authorized audio recording of each Work, upon request from CCLI. Such copies may be used for CCLI's internal reference purposes and may not be sold or distributed except as expressly permitted by a particular Program Agreement.
- 5.4 Owner may appoint an Owner's Representative to act on its behalf. In such event, Owner will clarify for CCLI in writing the relevant delegated rights, authorities and effective dates. All unspecified rights will be reserved to Owner.
 - 5.4.1 Owner agrees to timely notify CCLI about changes in its Owner's Representative appointments. Owner agrees to use reasonable efforts to make the effective date of such changes coincide with the close of a given CCLI accounting period.
 - 5.4.2 Owner will cause Owner's Representative to cooperate with CCLI for the effective administration of the Programs in any applicable Country.
- 5.5 Owner will be responsible for paying and undertakes to pay all royalties, fees, remuneration or other sums which may be or become due or payable by Owner to any author, composer, publisher or other person to whom Owner is obligated to pay such royalties, fees, remuneration or other sums as a result of any monies received by Owner from CCLI hereunder, and CCLI shall not pay any such third parties on Owner's behalf without Owner's prior written consent in a form reasonably acceptable to CCLI.
- 5.6 Owner will furnish to CCLI in writing, upon the execution by Owner of this General Owner Agreement and respective Program Agreements, the Catalog information to be included in the Programs in which Owner participates.
- 6. CCLI'S WARRANTIES**

CCLI warrants, undertakes, represents and agrees for the benefit of Owner that it:

 - 6.1 is free to enter into the Agreements.
 - 6.2 will consider the views of the Owner in its operation of the Programs.
 - 6.3 will conduct the administration of the Programs in an accurate and effective manner, endeavoring to:
 - 6.3.1 promptly collect payments and obtain Program activity from Churches;
 - 6.3.2 accurately account for collections and Program activity to Owner;
 - 6.3.3 timely pay monies to Owner or Owner's designee, as applicable; and
 - 6.3.4 provide professional, courteous and appropriate representation of Owner to Churches.
- 7. CCLI'S DUTIES**
 - 7.1 With regard to the expansion of a Program into a new Country, CCLI will notify Owner at least 60 days in advance about its intentions, and provide the relevant information.
 - 7.1.1 Owner may, by notification under paragraph 16, require CCLI to obtain advance written permission to license Owner's Works in any new Country, which such permission Owner shall be entitled to refuse to give to CCLI.
 - 7.1.2 CCLI may license Owner's Works in a new Country without written permission when, after the 60 day notification period has expired, Owner has not objected to such.
 - 7.2 CCLI may, at its sole discretion, discontinue operating a Program in any Country. In such event CCLI will notify Owner in writing at least 60 days in advance. The discontinuation of a Program does not release CCLI from the obligation to account and pay to Owner the Owner's share of the monies collected during the Program's operation.
 - 7.3 CCLI will make available to Owner a list of Countries and associated Regions where each Program is operational.
 - 7.4 CCLI will supply to Churches that are part of the Programs a list of owners and their works that are included in the Programs.
 - 7.5 CCLI will issue to Licensees a License and terms of agreement authenticating their participation in a Program and clarifying the associated Rights and responsibilities. CCLI will provide Owner with a copy of the actual documents upon request.
 - 7.6 CCLI will make available to all owners under the Programs an annual report of CCLI's activities pursuant to the Agreements.
 - 7.7 CCLI shall operate each Program in a reasonable businesslike manner, in compliance with any applicable local legal requirements, considering the views of the Owner and subject to the terms and limitations of the Agreements and the Program.

8. OWNER EARNINGS

- 8.1 CCLI has the exclusive right, and will use reasonable means, to collect the Program Revenue arising for each Country and in each Report Period.
- 8.2 CCLI will, for each Program, in each Country and for each Report Period, pay to Owner or Owner's Representative the monies due to Owner pursuant to Clause 9. Earnings will be calculated in accordance with the applicable Program Agreement based on the total Program Revenue received by or credited to CCLI in respect of that Program and that Country.
- 8.3 CCLI will, for each Program, in each Country and for each Report Period, allocate Credits in respect of each Work based on activity by Churches. The process and requirements for this accounting are identified in each Program Agreement and this will form the basis for determining Credit Values.
- 8.4 If CCLI fails to make timely payment of the monies due to Owner (other than by reason of CCLI exercising a right to withhold certain monies pursuant to the terms and conditions of the Agreements), Owner will be entitled (without prejudice to any other right or remedy it may have) to charge CCLI interest on the outstanding sums at the rate of five percent (5%) per annum above the 3-month LIBOR rate in force on the subject due date until actual payment is made.
- 8.5 The following provisions will apply in respect of each Country in which CCLI operates the Programs:
- 8.5.1 CCLI will collect all the Program Revenue in each Country in the local currency of that Country, and will pay Owner or Owner's Representative at the same currency exchange rate that CCLI is paid. CCLI will provide Owner with bank documentation verifying the bank's published exchange rate upon Owner's written request.
- 8.5.2 If payments due to Owner are delayed or denied by any governmental regulations, or if Owner desires to leave funds on deposit in the Country, Owner will be entitled to designate a local depository in the Country in which CCLI will deposit such monies to the credit of Owner.
- 8.5.3 Notwithstanding anything to the contrary contained in Clause 1.22.1, CCLI shall be solely responsible for corporate taxes and related fiscal impositions.
- 8.5.4 For taxes that are demanded from CCLI by applicable taxing authorities in respect of the monies payable to Owner hereunder, CCLI will be entitled (subject to local laws) to deduct from such payments any such taxes. In the event that such deduction occurs, CCLI will also supply Owner with:
- 8.5.4.1 duly certified documents which show the taxes paid or payable; and
- 8.5.4.2 appropriate forms to assist Owner in obtaining release of the funds or tax credits.
- 8.5.5 Pursuant to any treaty or law of the Country requiring CCLI to withhold a portion of the amount payable to Owner hereunder, CCLI will endeavor to supply Owner with:
- 8.5.5.1 a copy of the withholding tax receipt from the applicable government, which will accompany the statements and payments wherever withholding tax is being deducted; and
- 8.5.5.2 any other documents as reasonably required by Owner to attempt to obtain the appropriate tax credit with the respective government.
- 8.5.6 CCLI's obligation to pay monies due to Owner will only apply to Program Revenue actually received by CCLI.
- 8.6 All sums due to Owner pursuant to the Agreements will be exclusive of value-added tax and other like taxes where applicable, and to the extent that value-added tax is or becomes payable by Owner on any such payment, then Owner will render to CCLI a valid value-added tax invoice in respect thereof upon receipt of which CCLI will make payment to Owner of the amounts thereby properly shown to be due.
- 8.7 CCLI shall be responsible for paying sums due to Owner under the Agreements to Owner or Owner's representative, as directed by Owner by notice in accordance with Clause 16 to CCLI.

9. ACCOUNTS

- 9.1 For each Program and each Country, CCLI will utilize reasonable, industry-standard practices to keep true and accurate books and records.
- 9.2 For each Program and each Country, CCLI shall issue to Owner or Owner's Representative payment of monies due at the time a statement in respect of each Report Period is rendered.
- 9.3 Each statement will list each Work, its title, and a summary of the information used by CCLI to calculate monies due Owner in accordance with Clause 8.
- 9.4 Owner may, at its expense (subject to Clause 9.4.3), authorize a certified accountant to inspect at CCLI's offices the books and records required to be kept by CCLI pursuant to this Clause 9, only with respect to Owner's Works for each Program and in each applicable Country,
- 9.4.1 not more than once a year, during normal business hours, with at least thirty (30) days prior notice in accordance with Clause 16, under CCLI's supervision and in a manner which does not interfere with CCLI's business operations;
- 9.4.2 only with respect to the period of four (4) years immediately prior to the date the last statement or account, as applicable, was rendered, and each Report Period may be examined only one (1) time;

- 9.4.3 in the event it is determined by mutual settlement or a final judgment by a court of competent jurisdiction that Owner has been underpaid in excess of ten percent (10%), CCLI shall within thirty (30) days after CCLI's receipt of substantiating documentation reimburse Owner for the reasonable costs incurred as a result of such audit, not to exceed the amount of the underpayment.
- 9.5 All statements and all other accounts rendered by CCLI to Owner or Owner's Representative will be binding on Owner, be deemed an account stated, and will not be subject to any objection by Owner for any reason unless specific objection in writing stating the basis thereof is received by CCLI within four (4) years after the date of receipt by Owner of the applicable statement or account.

10. WITHDRAWAL AND TERMINATION

- 10.1 Owner may terminate, for cause, the Agreements by notice in accordance with Clause 16 to CCLI if:
- 10.1.1 CCLI fails to pay monies due to Owner within thirty (30) days after the due date for payment, and CCLI fails to cure such breach in accordance with Clause 18.6; or
- 10.1.2 CCLI goes into liquidation; or
- 10.1.3 CCLI alters the terms of this General Owner Agreement (if CCLI alters the terms of a particular Program Agreement, Owner may terminate that Program Agreement by notice in accordance with Clause 16 to CCLI), all such alterations to be sent to Owner by such notice in a timely manner; or
- 10.1.4 CCLI materially breaches any of the Agreements, and fails to cure breach in accordance with Clause 18.6.
- 10.2 Where Owner ceases to own or control the Rights in a Work in any Country, such Work will be withdrawn from the applicable Programs within thirty (30) days after notification to CCLI.
- 10.3 Effect of Withdrawal and Termination:
- 10.3.1 CCLI's right to operate any Program will not be affected by the withdrawal of any Works or termination of any Agreements by a particular owner.
- 10.3.2 The validity of any Works licensed in Programs implemented by CCLI prior to withdrawal will not be affected by virtue of such withdrawal. The validity of the Works will continue for the remainder of that Report Period during which withdrawal occurs; provided that, CCLI will account to and pay Owner for monies due in connection with the Program Revenue collected in accordance with Clauses 8 and 9.
- 10.3.3 The validity of any Works licensed in Programs implemented by CCLI prior to termination of their related Agreements will not be affected by virtue of such termination. The validity of the Works will continue for the remainder of that Report Period during which termination occurs; provided that, CCLI will account to and pay Owner for monies due in connection with the Program Revenue collected in accordance with Clauses 8 and 9.
- 10.3.4 CCLI will have the right to collect all Program Revenue in any Report Period in which withdrawal of any Work or termination of any Agreement occurs.
- 10.3.5 Termination of this General Owner Agreement will result in the termination of any and all associated Program Agreements.
- 10.3.6 CCLI will notify participating Churches, in a timely manner, of the removal of Works from the Programs.

11. MUTUAL INDEMNIFICATION

Owner and CCLI hereby mutually indemnify and hold harmless, and undertake to indemnify and hold harmless each other and keep each other at all times fully indemnified and held harmless, from and against all claims, actions, proceedings, liability, loss, damages, costs and expenses of any kind (including without limitation reasonable non-in-house attorneys' fees, court costs and expenses) that either party may directly incur or suffer by reason of a claim that either party has breached any of the terms of the Agreements, or by reason of either party's failure to perform any of the terms of the Agreements, or which arise directly or indirectly out of any claim of breach or non-performance by either party of any of either party's warranties, representations, undertakings or obligations contained or implied in the Agreements, only if there has been a final adverse judgment against either party that is the result of an actual breach of the Agreements by either party, or a settlement entered into by the written consent of both parties, which consent will not be unreasonably withheld by either party. Pending the disposition of any such claim or action, CCLI shall have the right to withhold payment of such portion of any monies which may be payable by CCLI to Owner under the Agreements as shall be reasonably related to the amount of the claim or action and estimated reasonable attorneys' fees and costs in connection therewith; provided that, CCLI shall release to Owner any sums being withheld as a result of a claim which has not resulted in a lawsuit being instigated within twelve (12) months after the claim was first made (subject to CCLI's right to thereafter withhold such sums in the event a lawsuit is filed or the claim is renewed) or upon Owner delivering to CCLI an indemnity or surety bond in a form reasonably satisfactory to CCLI, which shall cover the amount of the claim and estimated reasonable attorneys' fees and costs, whichever shall first occur. To the extent allowed by applicable law, and excluding any claims regarding any statements issued by CCLI to Owner under the Agreements (which will be subject to the statute of limitations described in paragraph 9 above) any claim arising out of the Agreements must be filed in a court of

competent jurisdiction, within one (1) year after the complaining party knew, or should have known, of the other parties breach or alleged breach.

12. FORCE MAJEURE

Neither Owner nor CCLI will be liable in damages or have the right to terminate the Agreements for any delay or default in performing hereunder if such delay or default is caused by acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Owner may, however, terminate the Agreements if any such force majeure exceeds six (6) consecutive months.

13. DISPUTES PROCEDURE

13.1 A Work will be placed in suspension when:

13.1.1 CCLI is given written notice in accordance with Clause 16 by Owner that a dispute has arisen between Owner and other owners participating in the Program, or between Owner and third parties, regarding ownership or control of a Work; or

13.1.2 CCLI, in good faith, has a reasonable belief, based upon a written opinion provided to CCLI by an experienced entertainment lawyer, that there is a dispute concerning the applicable Work, which dispute has a reasonable expectation of success in a court of law of negatively impacting Owner's claim of Rights in or to the applicable Work.

13.2 In such event:

13.2.1 in the case of Clause 13.1.1, CCLI will provide Owner with prompt notice in accordance with Clause 16 of dispute and suspension; and

13.2.2 during any suspension under either Clauses 13.1.1 or 13.1.2, all royalties, incomes, fees and other monies otherwise payable under the Agreements, solely in connection with the disputed Work, will be held in escrow by CCLI in an interest bearing account,

13.2.2.1 unless all parties have consented in writing to the contrary, or

13.2.2.2 until the applicable parties have resolved the dispute and verified such in writing to CCLI.

13.3 Monies withheld in accordance with this procedure will be paid to Owner and/or owners with all interest accrued thereon upon the happening of either Clauses 13.2.2.1 or 13.2.2.2. CCLI shall release to Owner any sums being withheld as a result of the dispute which has not been resolved or resulted in a lawsuit being instigated within twelve (12) months after notice in accordance with Clause 16 to CCLI of the dispute (subject to CCLI's right to thereafter withhold such sums in the event a lawsuit is filed or the dispute is renewed) or upon Owner delivering to CCLI an indemnity or surety bond in a form satisfactory to CCLI, which shall cover the amount of the dispute and estimated reasonable attorneys' fees and costs, whichever shall first occur. In the event CCLI lifts the suspension and pays Owner notwithstanding the dispute, Owner shall indemnify CCLI under the provisions of Clause 11 hereof.

14. LAW AND JURISDICTION

Agreements will be interpreted under the exclusive law and jurisdiction of the courts of the Country in which the CCLI regional office resides for the applicable Agreement, or any and all controversies arising between the Owner and CCLI relating to the Agreements, breach, interpretation or application of any of the terms, provisions or conditions of the Agreements or performance by any party of its obligations under the Agreements, including any related claims, may be submitted to binding arbitration solely by a mutually approved single arbitrator experienced in the intellectual property, music licensing business; provided that, such arbitrator is mutually approved within thirty (30) days after the date of receipt of notice in accordance with Clause 16 from CCLI or Owner by the other of CCLI's or Owner's request for arbitration, the prevailing party is entitled to collect reasonable non-in-house attorney fees from the other party to the extent awarded through arbitration, at the discretion of the arbitrator, either Owner or CCLI may seek immediate injunctive relief to enforce such party's rights hereunder exclusively in the courts of the Country in which the CCLI regional office resides for the applicable dispute, and any judgment entered by the arbitrator shall be binding and may be entered as a final judgment in and enforced by the courts located in the Country in which the CCLI regional office resides for the applicable dispute. In the United States of America Agreements will be interpreted under the exclusive law and jurisdiction of the courts in the State of Oregon (in the County of Multnomah, City of Portland). Notwithstanding the foregoing, any and all controversies arising in the United States of America between the Owner and CCLI relating to the Agreements, breach, interpretation or application of any of the terms, provisions or conditions of the Agreements or performance by any party of its obligations under the Agreements, including any related claims, shall be submitted to binding arbitration by a mutually approved single arbitrator in the City of either Los Angeles, California, New York, New York, or Nashville, Tennessee, experienced in the Christian music licensing business. If Owner and CCLI are unable to mutually agree upon a single arbitrator within thirty (30) days, the arbitrator shall be selected by the American Arbitration Association. With respect to any arbitration hereunder, the prevailing party is entitled to collect reasonable attorney fees from the other party to the extent awarded through arbitration, at the discretion of the arbitrator. Either Owner or CCLI may seek immediate injunctive relief to enforce such party's rights hereunder exclusively in the State of either California,

New York, or Tennessee. Any judgment entered by the arbitrator shall be binding and may be entered as a final judgment in and enforced by the courts located in the state in which the arbitration took place.

15. ASSIGNMENT

- 15.1 Owner may assign its rights hereunder and CCLI will recognize such assignment upon notification in accordance with Clause 16.
- 15.2 CCLI may not assign its rights or delegate its obligations under the Agreements provided that CCLI may assign such rights or delegate such obligations to an affiliate which is a wholly owned subsidiary of, or is under common control with, The StarPraise Group, Inc.
- 15.3 In the event of a sale of all or a substantial part of CCLI, Owner may terminate the Agreements and withdraw its Works upon at least six (6) months prior notice in accordance with Clause 16 to CCLI.

16. NOTICE

- 16.1 Any notice required to be given under the Agreements shall be in writing and in the English language and be deemed duly given if signed by a duly authorized officer on behalf of the party giving the notice and if delivered by personal delivery to a representative of the party to be served or sent by pre-paid registered or pre-paid recorded delivery post airmail or by pre-paid recognized overnight carrier (e.g., FedEx, UPS, etc.) to the address of the party receiving such notice as set out in the Agreements or such other address as is from time to time notified by the party receiving such notice to the other in the manner provided in this Clause 16 or transmitted copy of the notice by fax or e-mail as a graphic file; however, the burden of proving that the letter, email or facsimile copy was properly sent in accordance with Clause 16 to the proper address shall be that of the sender.
- 16.2 Any such notice document shall be deemed to be given to and received by the addressee:
 - 16.2.1 at the time the same is handed to a representative of the party to be served, e-mailed or faxed; or
 - 16.2.2 by post, on the day not being a Saturday or Sunday or Public Holiday in the place where the notice document or other communication is to be received, two days following the date of posting (or seven days in the event of airmail).

17. AMENDMENTS

- 17.1 CCLI will be able to amend the terms of the Agreements by obtaining prior written consent from 75% of the top eight (8) earning Catalog owners with respect to the most recent Report Period determined by totaling each Catalog owner's share of Program Revenue on a world-wide basis. Notwithstanding the foregoing, Owner consent to amend the Music Reproduction License Program Agreement or Church Rehearsal License Program Agreement will consist of approval as per the amendment clauses of the applicable Program Agreement. In such event this General Owner Agreement or Program Agreement, as applicable, will automatically be deemed amended from the date of the obtaining of the applicable consent in writing, and CCLI will give prompt notice to Owner of any such amendments in accordance with Clause 16 (which notice will include a copy of any such amendment). This notice will make specific reference to this Clause 17, and Owner will have the right at any time within sixty (60) days after the date of such notice of any such amendment of this General Owner Agreement or Program Agreement, as applicable, to terminate the applicable Agreements by providing notice of termination to CCLI.
 - 17.1.1 A duly authorized Owner's Representative may give or withhold consent on behalf of a top 8 earning Catalog owner.
- 17.2 CCLI will be able to amend the terms of each Program Agreement in accordance with the terms of each Program Agreement.
 - 17.2.1 When consent in writing is secured for a particular Program Agreement then that Program Agreement will automatically be deemed amended from the effective date of such amendment.
 - 17.2.2 CCLI will give prompt notice to Owner of any such amendments. Such notice will make specific reference to this Clause 17 and the applicable clause(s) in that Program Agreement. Upon receipt of notice Owner will have the right after the date of such notice of any such amendment, to either:
 - 17.2.2.1 participate in the Program as amended; or
 - 17.2.2.2 terminate Owner's participation in the Program by providing notice of termination to CCLI within sixty (60) days after Owner's receipt of CCLI's notice.

Failure by Owner to timely notify CCLI of its intent to terminate shall be deemed Owner's election to participate in the Program as amended.

- 17.3 CCLI will be able to make non-material (e.g., terms not affecting grant of rights, financial terms or accounting) adjustments to the Agreements with thirty (30) days' notice to Owner.

18. MISCELLANEOUS

- 18.1 **Singular/Plural; Gender.** Reference to the singular includes a reference to the plural and vice versa. Reference to any gender includes a reference to all other genders.

- 18.2 **Headings.** The headings to the clauses in the Agreements are for ease of reference only and will not in any way affect the meaning or interpretation of the Agreements.
- 18.3 **Recitals, Schedules, Exhibits and Appendices.** The Recitals, Schedules, Exhibits and Appendices to the Agreements are incorporated and form part of the Agreements and will have the same force and effect as if expressly set out in the body of the Agreements.
- 18.4 **Severability.** It is hereby agreed and declared that if any provision in any of the Agreements shall be adjudged by a court of competent jurisdiction for any reason to be void, voidable or unenforceable but would be valid or enforceable if it were varied or if some part or parts thereof were deleted or if the scope or period or area of application were reduced, then notwithstanding Clause 18.9 such provision shall apply with such variation, deletion or modification as may be necessary to make it valid, lawful and enforceable. If at any time any provision in any of the Agreements is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, then such provision shall be treated in such jurisdiction as severed from the remaining provisions and neither the validity, legality or enforceability of the remaining provisions nor the validity, legality or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.
- 18.5 **Non-Waiver.** No waiver by Owner or CCLI of any breach of any warranty, covenant or provision of the Agreements will be deemed to be a waiver of any preceding or succeeding breach of the same or any other warranty, covenant or provision, and the rights and remedies of Owner and CCLI shall be cumulative and none of them shall be exclusive of any other or others or of any right, remedy or priority allowed by law.
- 18.6 **Cure Period.** If either Owner or CCLI believes that the other has materially breached any obligations under the Agreements, such party shall so notify the alleged breaching party in writing. The alleged breaching party will have thirty (30) days from the receipt of notice in accordance with Clause 16 to cure the alleged breach and to inform the notifying party in writing that the cure has been affected. If the alleged breach has not been cured within thirty (30) days, the notifying party will have the right to terminate the Agreements by notice under Clause 16.
- 18.7 **Relationship of the Parties.** The Agreements will not be deemed to constitute a partnership, joint venture or contract of employment between the parties.
- 18.8 **Successors.** The Agreements will be binding upon and inure for the benefit of the successors, and where applicable the assigns, of the parties.
- 18.9 **Entire Agreement.** The Agreements contain the entire understanding between the parties hereto regarding the subject matter hereof and all prior agreements between the parties relating thereto have been merged herein and are superseded by the Agreements and no representations or warranties relating to matters covered by these Agreements have been made other than those expressly provided for in the Agreements. No amendment, modification, waiver, termination or discharge is binding unless it is accomplished according to the amendment procedure established in this Agreement or reduced to writing and signed by CCLI and Owner.
- 19. MOST FAVORED NATIONS**
- With respect to any of the Agreements, CCLI shall not treat Owner under terms and conditions on a less favorable basis than it treats any other owner. In other words, in all respects, and without any limitations whatsoever, CCLI shall treat Owner on a most favored nations basis as that term is commonly understood in each respective Country with respect to each Program and this General Owner Agreement. Therefore, if CCLI shall at any time enter into a Program Agreement or General Owner Agreement (whether oral or written, and including an amendment or other modification of an existing agreement) with another person or entity with any term or provision in addition to or more favorable than any term or provision provided in Owner's Program Agreement for the same Program or this General Owner Agreement, Owner shall immediately be notified in writing thereof and shall be granted the benefit of such more favorable terms from the effective date of the agreement granting the more favorable term or provision.

[SIGNATURES ON NEXT PAGE]

GENERAL OWNER AGREEMENT

SIGNATURE PAGE

Persons signing hereby attest and affirm that they are authorized to enter into this General Owner Agreement

<u>OWNER</u>	
By	_____
	Name (please print)

	Title (please print)

	Signature
for and on behalf of	

	Owner (Legal Name of Company)

	Address

Date	Tax ID (as registered with CCLI)

<u>CCLI (OFFICE USE ONLY)</u>	
By	_____
	Name (please print)

	Title (please print)

	Signature
for and on behalf of	
	CCLI, LLC

Commencement Date	

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