



**UNIVERSAL MUSIC PUBLISHING GROUP**

2100 Colorado Avenue  
Santa Monica, CA 90404

**TELEVISION SYNCHRONIZATION RIGHTS LICENSE**

Date: 6/22/2016

CITY OF FRANKLIN, TN  
109 THIRD AVE. SOUTH  
FRANKLIN, TN 37064

Ladies and/or Gentlemen:

This shall confirm the mutual understanding of the terms agreed to between **UNIVERSAL MUSIC CORP., SONGS OF UNIVERSAL, INC. AND UNIVERSAL TUNES, A DIVISION OF SONGS OF UNIVERSAL, INC.** on behalf of themselves and the music publishing entities listed in Schedule "A" attached hereto and made part hereof ("Licensor") and **CITY OF FRANKLIN, TN** ("Licensee") for the use of the **musical composition(s) set forth on Schedule "A"** ("**Composition(s)**"), owned or controlled, in whole or in part, by Licensor which terms are expressly subject to the Term and Conditions set forth below.

- (A) PROGRAM: **LEE GREENWOOD: STATE OF THE CITY PERFORMANCE**
- (B) TERM: **See Section (D) below**
- (C) TERRITORY: **Franklin, Tennessee. Notwithstanding the foregoing, Internet (as such term is defined below) shall be throughout the world.**
- (D) LICENSE MEDIA/TERM: **(i) Free TV (limited to government channel of Franklin, TN) / Six (6) Months commencing 5/27/2016**
- (ii) Internet and mobile/wireless devices (streaming, non-downloading of the Program substantially in its entirety on websites or via applications with valid licenses from applicable performing rights organizations where the Program is offered at no charge to the viewer, limited to Franklin, TN government YouTube page) / One (1) Year commencing 5/27/2016**

(E)	LICENSE FEE:	\$100.00 (total fee due; see Schedule "A" for individual license fees)
(F)	OPTION(S):	None
(G)	ADDITIONAL PROVISIONS:	None

## TERMS AND CONDITIONS

1. Definitions: The definitions set forth in Schedule "B" attached hereto and made a part hereof, shall govern the definitions of such terms as used in this Agreement.
2. Term: This Agreement is granted for the period set forth in Section (D) above ("Term"). Upon the expiration and/or termination of the Agreement, the rights granted hereunder shall automatically terminate, including but not limited to, the right to make or authorize any further use of the Composition(s) hereunder.
3. Territory: This Agreement is granted for the territory set forth in Section (C) above ("Territory") and the License Rights may be exercised only within the Territory.
4. Grant of Rights: If the License Fee described in Paragraph 5 below is received by Licensor no later than the Due Date required in such paragraph, then Licensor shall then be deemed to have granted to Licensee, during the Term and within the Territory, the right to do the following on a non-exclusive basis and subject to the terms and conditions of this Agreement and the rights, rules and regulations of applicable music rights societies and performing rights societies throughout the Territory ("License Rights"):
  - (a) Record and synchronize the Composition(s) for the usage and duration(s) set forth on Schedule "A" in timed-relation with the "Program" set forth in Section (A); and
  - (b) Exhibit the Composition(s) as embodied in the Program solely by means of the "License Media" set forth in Section (D) above, provided, however, that Licensee shall not exhibit and exploit, or authorize others to exhibit and exploit, the Program by any media which does not exhibit and exploit the Program in its entirety, except as otherwise expressly provided herein.

No copies of the recordings made of the Composition(s) hereunder may be made or utilized in or as part of any other audio-only and/or audio-visual media including, without limitation, phonorecords, video discs, video tapes, video cassettes or digital downloads for the purpose of sale, rental, or other distribution to the public, for personal, non-commercial use or otherwise, except as specifically provided herein.

With respect to Internet set forth in Section (D) above, such right shall be limited to exhibition of the Program solely by means of streaming on the websites set forth in Section (D) ("Site(s)") where the Program is offered at no charge to users, provided, however, (i) the Site(s) have valid performing rights licenses; (ii) users are not able to manipulate the images and/or Composition(s) in an out-of-context, or non-linear, non-sequential progression; (iii) users will not be authorized to save and/or download the Program or any audio-only version of the Composition(s) in any form or manner; and (iv) the servers hosting the Site(s) is/are based in the United States. Notwithstanding the foregoing, the inclusion of "chapter stops" for the Program or other addressable locator codes of any kind on the Site(s) shall not be deemed to constitute non-linear, non-sequential progression.

No sound recordings produced pursuant to this Agreement are to be manufactured, sold, licensed, distributed, or used separately or apart from the Program.

The Program shall not be exhibited, broadcasted, transmitted or otherwise publicly performed in or at theatres, venues or other places of entertainment/amusement where motion pictures are customarily shown (i.e., Theatrical Exhibition).

5. License Fee: In consideration of the License Rights granted herein, Licensee shall pay to Licensors a non-returnable license fee ("License Fee") in the amount of **\$100.00** (total amount due; see Schedule "A" for individual license fees) within forty-five (45) days from the date of this Agreement (i.e. by 8/6/2016, the "Due Date"). Licensee's payment to Licensors of the License Fee is a condition precedent of this Agreement and Licensors convey no license rights in or to the Composition(s) under this Agreement absent Licensors' receipt of the License Fee. If Licensors does not receive the License Fee by the Due Date, Licensors' offer to enter into this Agreement will automatically rescind and the terms of this Agreement shall have no force or effect whatsoever from inception.

6. Options: If provided in Section (F) above, subject to the terms and conditions of this Agreement, Licensee shall have the option(s) ("Option(s)") to obtain the additional rights set forth in Section (F), on a non-exclusive, non-sublicensable basis, during the applicable Option Term and within the applicable Option Territory. Option(s) shall be exercised, if at all, within the applicable Exercise Period, upon (a) delivery to Licensors of written notice that Licensee has elected to exercise the Option; and (b) payment by Licensee to Licensors of the applicable Option Fee which must be paid to Licensors concurrently with the exercise of each Option. No Option shall be deemed to be exercised until Licensors has received the applicable Option Fee.

7. Most Favored Nations ("MFN"): In the event Licensee grants more favorable terms including, without limitation, additional consideration in any form, to the co-publisher(s) of a Composition or the party granting rights to the use of the master recording(s) thereof (if applicable) in the Program, Licensee shall notify Licensors thereof, and this Agreement shall be deemed amended to incorporate same as of the date when such higher fee is paid or such more favorable terms are granted to such third party, and to continue for the duration of the period which such more favorable terms are granted.

8. Cue Sheet: It is a material condition and requirement of this Agreement that Licensee shall provide Licensors with a cue sheet of the Program as soon as practicable, but no later than sixty (60) days following the first broadcast of the Program.

9. Public Performance: Notwithstanding anything contained herein, this Agreement does not grant the right to publicly perform the Composition(s) as embodied in the Program. The exhibition, broadcast, telecast, transmission, or communication to the public of the Program embodying the Composition(s) is expressly conditioned upon any television station, broadcasting company, venue, website proprietor or any other exhibitor, anywhere in the Territory, having valid performance rights licenses from the person, firm, corporation or other entity which has the legal right and authority to issue licenses on behalf of Licensors for the right to publicly perform the Composition(s) in each country of the Territory in which the Composition(s) shall be performed hereunder, or from Licensors directly. The License Fee herein payable to Licensors is not intended to include or be in lieu of any fees payable for the public performance of the Composition(s) pursuant to this Agreement.

10. New Matter: Any new musical arrangements of the Composition(s), and subject to Licensors' prior written approval in each instance, any new lyrics or translation(s) of lyrics (individually and collectively, "New Matter") shall be secured by Licensee as "works made for hire" (as such term is defined in the United States Copyright Act) at Licensee's sole cost and

expense. All copyrights in such New Matter, and all renewal, extension and reversionary interests therein, throughout the world, shall be and are hereby assigned to and owned by Licensor subject to use thereof by Licensee pursuant to this Agreement.

11. Reservation of Rights: Licensor hereby reserves unto itself all rights of every kind and nature, except those expressly granted to Licensee herein. For clarification, and not in limitation of the foregoing, this Agreement does not include the right to:

(a) Exhibit or authorize the exhibition of the Program embodying any Composition (or any portion of any Composition) in or by any medium not specified herein; or

(b) Embody any Composition on records (including, without limitation, a soundtrack album derived from or inspired by the Program) or in any audiovisual works other than the Program; or

(c) Make any change in the original lyrics of any Composition or in the basic melody or fundamental character of the music of any Composition; or

(d) Use the title or subtitle of any Composition as the title of the Program; or

(e) Dramatize the story or theme of any Composition, or use the story or theme of any Composition as the story of the Program; or

(f) Create a recording which deliberately imitates the featured and commercially exploited vocal and/or instrumental performance of any artist of any Composition, or to utilize any master recording not owned or separately licensed by Licensee; or

(g) Use the title of any Composition or the name(s) of the songwriter(s) thereof other than for identification purposes (e.g., cue sheet details); or

(h) Use the name or likeness of any artist of any Composition without express written permission from the owner(s) of such rights; or

(i) Use any Composition in any advertising, marketing, promotions or publicity for the Program in any form or manner.

12. Warranties & Representations; Indemnities:

(a) Licensor warrants only that Licensor has the right to enter into this Agreement and to grant to Licensee the rights granted herein. This Agreement is given and accepted without any other representation or warranty, whether express or implied, on the part of Licensor. Licensor shall indemnify, defend and hold harmless Licensee from and against any loss or damage suffered by Licensee as a result of any third-party claim based on the breach of any representation or warranty of Licensor contained in this Agreement; provided, however, that in no event shall Licensor's total liability in connection therewith exceed the amount of consideration received by Licensor as for use of the applicable Composition as contemplated herein of the date of Licensor's receipt of Licensee's notice of alleged breach pursuant to the following sentence. Licensee shall promptly notify Licensor of any alleged breach of this Agreement by sending written notice to Licensor specifying in detail the alleged breach.

(b) Licensee warrants and represents that: (i) Licensee has the right and power to enter into this Agreement and to fully perform in accordance with all of the terms hereof; (ii) Licensee has (or shall have) secured, at Licensee's own cost and expense, all such additional rights, clearances and approvals in connection with the subject matter hereof as may be necessary,



including, without limitation, master use rights (if applicable); and (iii) Licensee shall comply with all applicable laws, rules and regulations in the exercise of the rights granted to Licensee hereunder. Licensee shall indemnify, defend and hold harmless Licensor from and against any loss or damage suffered by Licensor as a result of any use of any Composition that is inconsistent with the terms of this Agreement or any breach of any of Licensee's warranties or representations hereunder. Licensor shall promptly notify Licensee of any alleged breach of this Agreement by sending written notice to Licensee specifying the alleged breach.

13. Breach / Cure: If Licensee or any of Licensee's permitted assignees materially breaches any of Licensee's or such permitted assignee's (as applicable) representations, warranties or covenants hereunder, and fails to cure such breach within thirty (30) days after written notice of such breach is given by Licensor to Licensee (except with respect to the failure to pay any fee due hereunder, in which event the period for cure shall be ten (10) business days), then this Agreement shall automatically terminate and shall be deemed null and void from inception. Such termination shall render any use of any Composition by Licensee and any of Licensee's permitted assignees as unauthorized and subject to all rights and remedies available to Licensor at law or in equity throughout the Territory.

14. Notices: All notices that either party is required to or desires to give to the other party hereunder shall be in writing and shall be deemed to have been duly given or sent if sent by personal delivery, courier, confirmed facsimile, overnight mail, or registered or certified mail (return receipt requested), with all charges pre-paid, at the applicable address set forth on page 1 above, or to such other address as either Licensee or Licensor may designate by like notice to the other party, and the date of such delivery, mailing, or fax confirmation shall be deemed the date upon which such notice was given or sent.

15. Miscellaneous:

(a) This Agreement is intended by the parties hereto (i) to be the final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof, and (ii) to supersede any and all prior and contemporaneous agreements and undertakings of the parties, whether oral or written, relating thereto. Each of the parties hereto hereby acknowledges and agrees that neither party has made any representation or promise in connection with this Agreement or the subject matter hereof not contained herein.

(b) This Agreement may not be canceled, altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by both of the parties hereto.

(c) No waiver by either party of any term of this Agreement or any default hereunder shall affect such party's right thereafter to enforce such term or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) If any part of this Agreement is determined to be void, invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall continue in full force and effect.

(e) This Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of California, and subject to the exclusive jurisdiction of the state and federal courts located in the State of California, and the parties hereby consent to the jurisdiction of such courts.

(f) Licensor may assign this Agreement to any party. Licensee shall have the right to assign its rights under this Agreement solely in connection with an assignment of the entire Program, provided that Licensee shall remain primarily liable with respect to its obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and/or assigns.

(g) The headings of paragraphs or other divisions hereof are inserted only for the purpose of convenient reference and shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning, intent or construction of any of the terms, provisions, covenants and conditions of this Agreement, nor shall they otherwise be given any legal effect.

(h) This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed an original, and all such counterparts shall together constitute one and the same instrument. Facsimile and portable document format (PDF) signatures shall constitute originals for purposes of this Agreement.

(i) Licensee understands and agrees that Licensee's submission of content embodying the Composition(s) to the YouTube website or any YouTube products, software, data feeds and services offered on, from or through the YouTube website (collectively, the "Service") shall be subject to YouTube's standard terms of use, conditions, policies and practices which may include, without limitation: enabling automatic video claiming tools (that may result in inaccurate claims); allowing content owners/administrators to manually claim videos [including Licensor and the co-publisher(s) of the Composition(s), if applicable]; monetizing content by or on behalf of content owners/administrators, including Licensor; and blocking access to content from the Service. Licensor assumes no responsibility for YouTube's terms of use, conditions, policies or practices.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

LICENSOR: **UNIVERSAL MUSIC CORP., SONGS OF UNIVERSAL, INC.  
AND UNIVERSAL TUNES, A DIVISION OF SONGS OF  
UNIVERSAL, INC.**

By: 

Date: 7/20/16 @

LICENSEE: **CITY OF FRANKLIN, TN**

By: 

Date: 7-6-16

## SCHEDULE "A"

### **"GOD BLESS THE USA"**

Words and Music by LEE MELVIN GREENWOOD

(c) SONGS OF UNIVERSAL, INC. (BMI) / 100.00% interest for the Territory

First Air Date: 5/27/2016

Usage: Visual Vocal

Duration: up to full use

MFN: not applicable

**License Fee: \$100.00**

## SCHEDULE "B" - DEFINITIONS

When used in the foregoing Agreement, the following terms shall be deemed to have the following respective meanings:

1. "Linear" shall mean any device or media designed for the passive viewing of the Program in a predetermined sequence, the order, outcome and contents of which cannot be selected or altered by the viewer other than through the performance of now-existing VCR or DVD functions (e.g., stop, play, fast forward, rewind, record, pause, etc.). The inclusion of "chapter stops" or other addressable locator codes of any kind on the applicable storage device, or the inclusion of expository material (e.g., interviews with directors, film makers, or cast members) contained on a separate audio or audio-visual track, shall not be deemed to constitute non-Linear manipulation.
2. "All Media Excluding Theatrical" shall mean the exhibition and exploitation of the Program in any and all Linear media now known or hereafter devised, including without limitation, All Television Media, Internet, Non-Theatrical, Common Carriers, and Videogram(s), however specifically excluding Theatrical Exhibition (as such terms are defined herein).
3. "All Television Media" shall mean the exhibition of the Program by all Linear forms of television broadcast and/or transmission now known or hereafter devised whether such programming is transmitted via wires, wireless, cables, satellite, or any other communication channel that a viewer may receive via any viewing device now known or hereafter devised, including, without limitation Free TV, Basic Cable TV, Pay/Subscription TV, Pay-Per-View and Video-On-Demand, but not including any device, technology, or means of delivery defined herein as a "Videogram".
  - (a) "Free TV" shall mean and include the television broadcast of the Program over the facilities of television broadcast networks and local television broadcast stations (not cable transmissions or "CATV" transmissions) which furnish such broadcast without charge to the viewer and which are received by and exhibited on a television broadcast receiver or other similar viewing device.
  - (b) "Basic Cable TV" shall mean the Linear exhibition and performance of the Program by means of cable television systems and facilities now known or hereafter devised, whether transmitted via wires, wireless, cables, satellite, or any other communication channels, for which viewers (i) pay for the transmission service provided by the cable system, but do not otherwise pay a premium for the programming transmitted by such cable system (i.e. a basic tier of programming) and (ii) receive such transmission via any viewing device now known or hereafter devised, (iii) but not including any device, technology, or means of delivery defined herein as a "Videogram".
  - (c) "Pay/Subscription TV" shall mean the Linear exhibition and performance of the Program to a television set or other viewing device, by any technology now known or hereafter devised, whether transmitted via wires, wireless, cables, satellite, or any other communication channels (i) that is available as part of regularly-scheduled programming or on an "on-demand" basis, with or without "pause," "fast-forward," "rewind" or similar functionality, (ii) that the viewer receives upon payment of a periodic subscription fee for a premium tier of programming (over and above a basic fee for a basic tier of programming), (iii) but not including any device, technology, or means of delivery defined herein as a "Videogram".
  - (d) "Pay-Per-View" shall mean the Linear exhibition and performance of the Program to a television set or other viewing device, by any technology now known or hereafter devised whether transmitted via wires, wireless, cables, satellite, or any other communication channels (i) that is available as part of regularly-scheduled programming or on an "on-demand" basis, with or





August 12, 2016

To: Melissa Reiersen  
City Of Franklin, TN  
109 Third Ave. South,  
Franklin, TN 37064

Re: **Lee Greenwood: State Of The City Performance/ "God Bless The USA"**

Dear Melissa:

Thank you for including our music in the above project. Enclosed please find a fully-executed license agreement for your files. If I can be of further assistance, please feel free to contact me at (310) 235-4819 or [minerva.gonzalez@umusic.com](mailto:minerva.gonzalez@umusic.com).

Best regards,

A handwritten signature in black ink that reads "Minerva Gonzalez". The signature is written in a cursive, flowing style.

Minerva Gonzalez  
Film & TV Music Licensing Assistant  
**UNIVERSAL MUSIC PUBLISHING GROUP**