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dmg inc. Music Clearances for Film, Television, Samples and New Technology

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EMAIL waduke77@gmail.com

June 27, 2022

Washington Duke
New Stone Music, Astral Circle Sound, Eric William Simons Designee, Blackbird Beach Visions

Re: French Montana "Everything I Do" contains samples from "Nancy" written by Washington Alecebo Duke, Christopher Tracey Mohammad Waller, Eric William Simons, Kia Ifani Warren and published by New Stone Music (BMI), Astral Circle Sound (SESAC), Eric William Simons Designee (SESAC) and Blackbird Beach Visions (ASCAP)
Dear NAME,

I am writing to confirm your quote whereby Washington Duke o/b/o **New Stone Music, Astral Circle Sound, Eric William Simons Designee, and Blackbird Beach Visions** ("Licensor") has agreed to license the aforementioned Sampled Composition for inclusion in the New Composition tentatively entitled "**Everything I Do**" as performed by **French Montana**("Artist").

You have agreed to a quote consisting of a **non-**recoupable fee of $**2000.00 and Thirty (30%) Percent pro rated** ownership of the copyright in the New Composition for the right to incorporate elements of the Sampled Composition. Licensor has also agreed to license its share of the New Composition for all license requests approved by Artist on the same terms and conditions that Artist licenses his share of the New Composition, including without limitation in connection with any third party licensing requests. It is my understanding that the grants of rights provided for by Licensor hereunder shall be granted throughout the world in perpetuity, and shall include without limitation the following rights:

1. Uses in all audio configurations now known and hereinafter devised (including without limitation, CDs, digital downloads, streaming, ringbacks and ring tones);

2. All music videos (including gratis promotional uses thereof, as well as digital downloads and streaming); and

3. Any other third party licensing requests to which Artist has consented.

For the United States and Canada (and their respective territories and possessions), music publishing royalties for Audio "Master" Ringtones in the U.S. / all other Audio and Audiovisual "Master" Ringtone and Ringbacks / all Digital Music Video uses embodying the "Master" will be as follows:

Audio "Master" Ringtones in the U.S.:
The royalty for audio "master" ringtones shall be the statutory ringtone mechanical royalty rate in the United States in effect at the time of sale or license.

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Notwithstanding the foregoing, if a different U.S. statutory rate is established specifically for audio master ringtone products in the U.S. during the Term, then such rate(s) shall apply prospectively as of the effective date of such rate(s).

All other Audio and Audiovisual "Master" Ringtones and Ringbacks:

20% of **Montana Entertainment'**s receipts from successfully completed sales or commercial exploitations (10% if **Montana Entertainment'**s sells direct-to-consumer)

Notwithstanding the foregoing, if a different U.S. and/or Canadian royalty rate is established specifically for any ringtone products described hereunder during the Term (statutory or via final decision or ruling), then such rate(s) shall apply prospectively as of the effective date of such rate(s).

All Digital Music Videos embodying the "Master" –

Ten percent (10%) of **Montana Entertainment'**s receipts from successfully completed sales or commercial exploitations. If a Digital Music Video embodies more than one musical composition, receipts shall be allocated amongst the compositions by timing.

Notwithstanding the foregoing, if a different U.S. and/or Canadian royalty rate is established specifically for any Digital Music Video products described hereunder during the Term (statutory or via final decision or ruling), then such rate(s) shall apply prospectively as of the effective date of such rate(s).

The Audio "Master" Ringtones / All Other Audio and Audiovisual "Master" Ringtone and Ringbacks / All Digital Music Video royalty rates set forth herein shall be reduced to correspond to the percentage of your administrative share of the New Composition (in this case, prorated share of **30%**).

It is my understanding that Licensor warrants and represents that they are authorized, empowered, and able to enter into and fully perform its obligations under these terms. If this is to your understanding, please sign below and email back to me.

Best regards,

Nicole Passon

Cc: Adam Zia, Esq.

Agreed and approved: DocuSigned by: Washington Duke 08F969C519E04B5... Dated as of: 6/29/2022