

# CBS RECORDS

A Division of Columbia Broadcasting System, Inc.

51 WEST 52 STREET • NEW YORK, NEW YORK 10019 • (212) 765-4321

## COPYRIGHT LICENSE CONTRACT

CONTRACT made and entered into this 20th day of December, 1971  
between TARIK MUSIC PUB. CO.  
(hereinafter called the "Licensor") and CBS RECORDS (hereinafter called the "Licensee")

1. Licensor warrants and represents that it is the proprietor of a valid copyright in the musical composition (including the words and music thereof) entitled:

**AFRICAN LADY -R. Weston- L. Hughes-**

(hereinafter called the "Composition"), further identified by Copyright Registration Certificate Class E . . . . .

. . . . ., and further warrants and represents that Licensor has the right to grant the license herein contained and has the right to, and hereby grants to Licensee the right to, use such title.

2. Licensor grants to Licensee the nonexclusive right, privilege and license, during the term of said copyright and all renewals and extensions thereof, to use the Composition, and to make and/or use arrangements thereof, in the manufacture and sale of parts of instruments serving to reproduce the Composition (hereinafter called "Part" or "Parts") throughout the world.

3. Licensee shall pay to Licensor royalties at the following rates on the basis of ~~100%~~ 90% of net Parts manufactured and sold (excluding free and no charge records distributed for promotional purposes) by it in the United States during the term of said copyright and all renewals and extensions thereof: Two cents (2¢).

4. ~~It is further agreed that the copyright royalty rate for extended play records containing more than one selection on a side shall be 1½¢ per selection; for long playing 33⅓ rpm records containing more than one selection on a side and carrying a suggested retail list price(a) of not more than \$2.85 the royalty rate shall be 1½¢ per selection and (b) of more than \$2.85 but not more than \$3.00 the royalty rate shall be 1½¢ per selection.~~ RW

5. ~~In respect of records manufactured and sold or distributed as free or bonus records through any mail order and/or club operation carried on by Licensee or its subsidiaries or affiliates, the rate(s) shall be 75% of the rate(s) specified herein and shall be payable on the basis of ~~100%~~ 90% of net Parts manufactured and sold or so distributed.~~

6. Licensee agrees to render to Licensor quarterly statements, and payments therefor, of all royalties payable hereunder, within 45 days after March 31, June 30, September 30 and December 31, for each quarter for which any such royalties accrue pursuant to the terms hereof. All royalty statements and all other accounts rendered by Licensee to Licensor shall be binding upon Licensor and not subject to any objection by Licensor for any reason unless specific objection in writing, stating the basis thereof, is given to Licensee within one year from the date rendered.

7. a. As to Parts manufactured in the United States and sold by Licensee for export to other countries, royalties shall be payable pursuant to this contract, except with respect to Parts exported to countries which require the payment of copyright royalties in connection with the import or sale of such Parts, in which event no royalties shall be payable hereunder.

b. As to all mechanical devices (such as masters, mothers and stampers) which are exported by Licensee to companies in other countries for use by such companies for the manufacture and sale of Parts, no royalties shall be payable hereunder with respect to such export or with respect to the manufacture and sale of Parts by such companies.

8. Licensor indemnifies, and shall hold harmless, Licensee from loss, damage or expense (including attorney's fees) (a) arising out of or connected with any claim by a third party which is inconsistent with any of Licensor's warranties in paragraph 1 hereof, or (b) by reason of any adjudication invalidating the copyright of the Composition.

9. This contract is assignable by either party, and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

Artist: **ABBY LINCOLN**  
Record No.: **AE 31037**

..... TARIK MUSIC PUB. CO. .....  
..... By *Randy Weston* .....  
CBS RECORDS, a Division of  
Columbia Broadcasting System, Inc.  
By *Elizabeth G. Martone*