

PARTNERSHIP TERMINATION AGREEMENT

THIS AGREEMENT is made and entered into as of January 1, 2010, between NAME and NAME (individually and together the "Remaining Members"), c/o NAME, ADDRESS, on the one hand, and NAME (the "Leaving Member"), c/o NAME, ADDRESS, on the other hand.

RECITALS

WHEREAS, the Leaving Member and the Remaining Members (each a "Member") have been performing together as the musical group professionally known as "GROUP NAME" (the "Group");

WHEREAS, the Leaving Member and the Remaining Members have been performing together as equal partners under an oral partnership agreement (the "Partnership") governing the Group since May, 2000;

WHEREAS, the Leaving Member and the Remaining Members entered into a certain Exclusive Recording Agreement with NAME ("NAME"), dated as of November 18, 2003 (the "Record Agreement"); and

WHEREAS, the Leaving Member and the Remaining Members have mutually agreed that it would be in both their best interests to terminate the Leaving Member's participation and interest in the Partnership as of January 1, 2010 (the "Termination Date"), and now wish to settle any and all claims which they may now or hereafter have against each other with respect thereto.

NOW, THEREFORE, for good and valuable consideration, including without limitation, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Termination of Partnership**: Except as specifically set forth herein, the Leaving Member's participation and interest in the Partnership is terminated, in its entirety, as of the Termination Date.

2. **Participation in Touring/Merchandising Income of Partnership**: Conditioned upon the Leaving Member's full and faithful performance of all his obligations hereunder, in consideration of the Leaving Member's interest in the Partnership, the Leaving Member shall receive the following:

(a) Fifteen percent (15%) of the "Gross Income" (as defined below) from live musical concerts of the Group performed in the year 2010, and merchandise sales related thereto ("2010 Gross Income"); provided, however, the Leaving Member shall receive no less than _____ Thousand Dollars (\$ _____) of the 2010 Gross Income.

(b) Seven and one-half percent (7.5%) of the Gross Income from live musical concerts of the Group performed in the year 2008, and merchandise sales related thereto ("2008 Gross Income"); provided, however, the Leaving Member shall receive no less than _____ Thousand Dollars (\$ _____) of the 2011 Gross Income. For purposes of clarification, "2010 Gross Income" and "2011 Gross Income" shall only include income (as reduced pursuant to paragraph 2(d) below) resulting from the concert performance fees, honorariums and merchandise earnings from

performances by the Group in the year in question (the "Subject Year"). As such, if the 2010 Gross Income is less than _____ Thousand Dollars (\$35,000.00), the Leaving Member shall receive all such 2010 Gross Income, and the Leaving Member acknowledges and agrees that the payment of such income shall be in full satisfaction of paragraph 2(a) above. Moreover, if the 2011 Gross Income is less than _____ Thousand Dollars (\$ _____), the Leaving Member shall receive all such 2011 Gross Income, but the Leaving Member acknowledges and agrees that such income shall be in full satisfaction of the obligations of paragraph 2(b).

(c) Sums due and payable to the Leaving Member pursuant to this paragraph 2 shall be reduced by unrecouped advances paid to Leaving Member pursuant to this Agreement and shall be paid to the Leaving Member on or before March 31 of the year following the Subject Year (the "Due Date"); provided, however, where the amount due is greater than _____ Dollars (\$ _____), _____ Dollars (\$25,000.00) of such sum shall be paid on or before the Due Date and, until the remaining sum has been paid in full, the Leaving Member shall be paid _____ (\$ _____ on or before the last day of each month thereafter.

(d) "Gross Income" shall mean concert performance fees, honorariums and merchandise earnings actually received on or before December 31 of the Subject Year from live musical concerts of the Group performed in the Subject Year, less (i) deficit tour support; (ii) opening act and supporting act costs; (iii) promotional money contributed by any third party with respect to any tour; (iv) live performance production expenses, including, but not limited to, sound and lighting equipment, crew and other personnel, musician expenses, insurance, transportation and lodging; (v) payroll taxes; (vi) management and booking expenses and commissions related to this paragraph 2; (vii) costs incurred in the collection of such income (such as actual attorneys' fees, court costs and audit fees); and (viii) costs in connection with the design, manufacturing, packaging or selling of merchandise sales subject to this paragraph 2.

3. Advances Against Touring Income: Conditioned upon the Leaving Member's full and faithful performance of all his obligations hereunder, the Partnership will pay (or cause to be paid) to the Leaving Member, as non-returnable advances, fully recoupable from any and all income payable to Leaving Member pursuant to paragraph 2 above, the following:

(a) A salary through June 30, 2010, such salary amount being equivalent to the salary amount being paid to the Leaving Member as of the Termination Date. For purposes of clarification, the gross salary amount paid to the Leaving Member after _____ will be deemed an "advance" hereunder.

(b) _____ Dollars (\$ _____) of the advance paid by NAME in consideration of the Group's fulfillment of its recording commitment pursuant to the Record Agreement, such advance being payable fifty percent (50%) upon the full execution of this Agreement; and the balance upon the later of March 1, 2010 and the full execution of this Agreement.

4. Participation in Record Royalties of Partnership: Conditioned upon the Leaving Member's full and faithful performance of all his obligations hereunder, in further consideration of the Leaving Member's interest in the Partnership, the Leaving Member shall receive the following:

(a) One-third (1/3) of the record royalties payable to the Group (less royalties payable to third party royalty participants, including, but not limited to producers, mixers, engineers

and previous leaving members with respect to the masters which embody the Leaving Member's musical performance (all such masters the "Participation Masters"). The parties hereto acknowledge and agree that the masters recorded in 2006, and embodied on the album tentatively entitled "NAME", do not contain the musical performances of Leaving Member and shall not be deemed "Participation Masters" hereunder. In calculating the Leaving Member's share under this paragraph 4(a) there shall first be deducted "off-the-top" any of the following costs attributable thereto: (i) any and all collection costs (including attorneys' fees), (ii) accounting and audit costs, and (iii) bonafide third party payments (including without limitation, royalties to producers and engineers but excluding management and business management commissions) attributable to such masters. Whenever Participation Masters are coupled on a record with other master recordings, those royalties attributable to the Participation Masters shall be determined by multiplying the record royalties derived from such record by a fraction, the numerator of which is the number of Participation Masters on such record and the denominator of which is the total number of master recordings (including the Participation Masters) on such record.

(b) In the event the Partnership shall undertake an audit or examination of the books and records of NAME, the Leaving Member shall receive his prorata share of any resulting recovery attributable to the Participation Masters within sixty (60) days after the Partnership's receipt thereof, after first subtracting therefrom that portion of all applicable expenses (e.g., accounting and attorney's fees, court costs, etc.) attributable thereto determined by multiplying the amount of such expenses by a fraction, the numerator of which is the Leaving Member's share of such recovery and the denominator of which is the total amount of such recovery.

(c) In connection with the payments required to be made to the Leaving Member under this paragraph 4(a) of this Agreement, the Partnership shall furnish to the Leaving Member semi-annual statements for only those periods in which royalties are due hereunder. Each such statement shall be binding upon the Leaving Member, unless (i) an objection is made in writing stating the basis therefor and notice of such objection is delivered to the Partnership within two (2) years after the date of such statement, and (ii) if the Partnership denies the validity of such objection, then suit is instituted within six (6) months after the date notice of such objection is delivered to the Partnership. During said two (2) year period, upon reasonable advance notice and at reasonable times, the Leaving Member shall, at the Leaving Member's sole cost and expense, have the right to inspect the portion of the Partnership's books and records that relate to monies payable to the Leaving Member hereunder.

5. No Other Payments/Overpayments:

(a) Except as otherwise set forth herein, it is understood that Leaving Member shall not receive any share of any advances or income paid to the Group or Partnership pursuant to the Record Agreement or any other agreements entered into by the Group or Partnership. Furthermore, it is understood that no royalty in connection with the Participation Masters shall be payable to the Leaving Member unless and until NAME has recouped from the Partnership's "net artist royalty" (i.e. the Partnership's "all in" rate but less any royalty payable to the producer(s), engineer(s) and/or mixer(s) of such masters), all advances paid by the Label to the Group, all recording and production costs and other recoupable charges incurred by the Group, Partnership and/or NAME, including without limitation, recoupable independent promotion expenses, video production costs and tour support. The Leaving Member will be paid prospectively only thereafter; provided Leaving Member shall be subject to the same further recoupment to which the Group is subject for any reason pursuant to the Record Agreement. Except as otherwise set forth herein, the

Leaving Member acknowledges and agrees that the Leaving Member shall receive no further income, including, but not limited to, advances, royalties (other than mechanical royalties), etc., with respect to the Participation Masters and/or any other masters created by the Partnership or the Group after the Termination Date. The payments described herein shall constitute a complete buyout, settlement and liquidation of any and all right, title and interest that the Leaving Member may have in, to or against the Partnership or any of the Remaining Members in connection with the Partnership, the Group, the Participation Masters and/or any other masters created by the Partnership or the Group after the Termination Date.

(b) Notwithstanding anything to the contrary contained herein, if, at any time the actual income of the Partnership (as reflected on statements received by the Partnership, audits conducted on behalf of the Partnership, or otherwise) indicates that the Leaving Member incorrectly received an advance or income hereunder, such Leaving Member shall promptly repay to the Partnership the amount of the excess advance or other income paid to such Leaving Member. In the event that a Leaving Member fails to make any payment required by this paragraph 5(b), then, without limiting any of the Partnership's other remedies, the Partnership shall have the right to deduct the amount of such payment from any and all monies otherwise payable to the Leaving Member.

6. Damages and Liabilities: Notwithstanding anything to the contrary contained in this Agreement, the Leaving Member shall be liable for payment to the Partnership for any claim, action, liability, damage, cost, or expense arising out of, or in connection with, any Participation Master, provided that the materials, projects or transactions giving rise to such claim, action, etc. were furnished solely by the Leaving Member (the "Pre-Valuation Liabilities"), and shall protect and indemnify the Partnership and the Remaining Members (or their estates and heirs, as applicable) from liability for any such obligations. Without limiting any of the Partnership's other rights or remedies, any such damages or Pre-Valuation Liabilities may be deducted from any monies payable to the Leaving Member hereunder.

7. Assignment of Leaving Member's Rights Except as expressly provided in paragraph 4(a) above, the Leaving Member (and his estate and heirs, as applicable) shall not have any rights, claims, or interest in or to (a) any master recordings of the Partnership recorded either before or after the Termination Date pursuant to the Record Agreement or otherwise; (b) any other tangible or intangible assets of the Partnership, including the group name "NAME" or any subsequent group name utilized by the Partnership ("Group Name") and any goodwill, whether created or acquired before or after the Termination Date; or (c) any proceeds derived from or arising out of the foregoing. Accordingly, and without limiting the generality of the foregoing, effective immediately upon the Termination Date, the Partnership shall become the assignee of all such Leaving Member's right, title, and interest in and to all tangible and intangible assets of the Partnership, including all master recordings of the Partnership and/or the Group, the Group Name, any logos utilized by the Partnership, the Record Agreement and all other agreements to which the Partnership is a party, and any goodwill, and all proceeds thereof. Further, the Leaving Member (or his estate and heirs, as applicable), shall have no rights, claims or interest whatsoever in and to any future assets of the Partnership created or acquired after the Termination Date, including without limitation, any agreements to which the Partnership may thereafter become a party or any master recordings (audio and/or visual), in any medium, of the Partnership (as thereafter reconstituted) or any member thereof, together with all proceeds therefrom, recorded after the Termination Date.

8. **The Group Name:** From and after the Termination Date, neither the Leaving Member nor, if applicable, his representatives or heirs, shall avail themselves of or use the Group Name or any substantially similar name or designation in any medium or commercial manner whatsoever. Without limiting the foregoing, the Leaving Member agrees not to use the phrase “formerly a member of [any names used by the Group]” or any similar expression. From and after the Termination Date, the Partnership, as thereafter reconstituted, shall be the sole and exclusive owner of all right, title and interest, including without limitation, the trademark and service mark, in and to the Group Name and shall have the continuing and unrestricted right in and to the exclusive use of the Group Name and all substantially similar designations in any medium or commercial manner whatsoever.

9. **Name and Likeness of Leaving Member:**

(a) From and after the Termination Date, the Partnership shall have the continuing and unrestricted nonexclusive right to use the name, approved photograph, likeness, voice and approved biographical materials of the Leaving Member on or in connection with, inter alia, the following:

(i) All records and tapes manufactured from Participation Masters and any other master recordings (audio and/or visual) embodying, in whole or in part, the performances of the Leaving Member (and in this regard the Remaining Members shall use their best efforts to cause NAME to accord the Leaving Member an appropriate credit as a bass player on the packaging of any albums embodying the Participation Masters);

(ii) All musical compositions written in whole or in part by the Leaving Member and recorded or partially recorded (whether or not released) by the Group; and

(iii) All exploitation of any other projects or items in which the Leaving Member participated.

(b) In no event shall the Leaving Member’s termination in the Partnership detract from any grant made by the Partnership and/or the Leaving Member before the Termination Date (e.g., to NAME) of rights in and to the results and proceeds of the services of the Leaving Member, or the rights to use the Leaving Member’s name, likeness, photograph, voice, or biographical materials.

10. **Assumption of Partnership Obligations:** The Partnership shall assume all Partnership obligations incurred after the Termination Date, as well as all debt incurred by the Partnership prior to the Termination Date, and shall protect and indemnify the Leaving Member (or his estate and heirs, as applicable) from liability for any such obligations. The preceding sentence shall not relieve the Leaving Member (or his estate and heirs, as applicable) of the Leaving Member’s share of Pre-Valuation Liabilities as more particularly described above.

11. **Release of Claims:**

(a) Except for the obligations to the Leaving Member as set forth herein, the Leaving Member hereby forever releases, remises, and discharges the Partnership and the Remaining Members and their heirs, devisees, legatees, executors, administrators, persons, entities, associations, agents, employees, servants, officers, directors, corporations, subsidiaries, affiliates, successors and

assigns, management and attorneys, and each of them (collectively, the “Group Released Parties”), of and from any and all past, present, and future claims, demands, debts, damages, actions, causes of action, suits, rights to audit, liabilities, judgments, awards, penalties, costs, losses, and expenses of whatever nature, whether known or unknown, which the Leaving Member at any time heretofore had, owned, or held, or which the Leaving Member now has, owns, or holds, or which the Leaving Member may ever have, arising out of or in connection with any matter, cause, fact, thing, act, or omission whatsoever related to the subject matter hereof. The Leaving Member acknowledges that he makes such release and discharge of the Group Released Parties on behalf of the Leaving Member Released Parties and same shall be binding on any and all heirs, devisees, legatees, executors, administrators, persons, entities, successors and assigns, attorneys and partnerships connected with or related to the Leaving Member, and any other persons or entities who may claim through them or any of them. The Leaving Member hereby agrees that he will not bring any litigation, lawsuit, demand for arbitration, or any other claim of any type whatsoever, against the Group Released Parties for any disputes between them, past, present, or future, with respect to the subject matter hereof.

(b) Except for the obligations to the Remaining Members as set forth herein, the Remaining Members hereby forever release, remise, and discharge the Leaving Member and his heirs, devisees, legatees, executors, administrators, persons, entities, associations, agents, employees, servants, officers, directors, corporations, subsidiaries, affiliates, successors and assigns, management and attorneys, and each of them (collectively, the “Leaving Member Released Parties”), of and from any and all past, present, and future claims, demands, debts, damages, actions, causes of action, suits, rights to audit, liabilities, judgments, awards, penalties, costs, losses, and expenses of whatever nature, whether known or unknown, which the Remaining Members at any time heretofore had, owned, or held, or which the Remaining Members now have, own, or hold, or which the Remaining Members may ever have, arising out of or in connection with any matter, cause, fact, thing, act, or omission whatsoever related to the subject matter hereof. The Remaining Members acknowledge that they make such release and discharge of the Released Parties on behalf of the Group Released Parties and same shall be binding on any and all heirs, devisees, legatees, executors, administrators, persons, entities, successors and assigns, attorneys and partnerships connected with or related to the Remaining Members, and any other persons or entities who may claim through them or any of them. The Remaining Members hereby agree that they will not bring any litigation, lawsuit, demand for arbitration, or any other claim of any type whatsoever, against the Leaving Member Released Parties for any disputes between them, past, present, or future, with respect to the subject matter hereof.

12. Confidentiality/Privacy: The Members acknowledge and agree that the privacy of the other Members is highly valued and that all efforts shall be made to maintain confidentiality with respect to all information and other material of every kind concerning the other Members, or any of them, except such information or material publicly and intentionally disclosed by such other Member(s). Accordingly, the Members hereby agree that they shall not at any time use or disclose, directly or indirectly, to anyone any non-public information in any way relating to the other Members or their personal lives. The Members agree to refrain from making any disparaging or negative comments or statements to any third party concerning the other Members. Furthermore, the Leaving Member shall not, without the consent of the Partnership, give any interviews or write, prepare or assist in the preparation of any books, articles or other writings disclosing confidential information in respect of the Partnership, the Members or any activities thereof. Should the Leaving Member breach this paragraph 12, in addition to all other damages and remedies, legal or equitable, available to the Remaining Members, the Leaving Member shall no longer be entitled to royalties due hereunder.

13. Representations and Warranties: The Remaining Members represent and warrant that each such Remaining Member has the right to enter into this agreement and to release the matters released hereunder. The Leaving Member represents and warrants that he has the right to enter into this agreement and to release the matters released hereunder. The Leaving Member affirms that he is the owner of all claims asserted, released, or in any other way affected hereby, and that no other person or entity has any interest therein, nor has the Leaving Member sold, assigned, conveyed, or otherwise disposed of any claim or demand involving a matter in any way related to the events, disputes, or subject matter referred to herein.

14. Advise of Counsel: IT IS HEREBY ACKNOWLEDGED THAT ATTORNEY NAME AND FIRM NAME REPRESENT ONLY THE PARTNERSHIP AND THAT THE REMAINING MEMBERS AND THE LEAVING MEMBER ACKNOWLEDGE AND AGREE THAT EACH SUCH MEMBER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF SUCH MEMBER'S OWN CHOICE FOR PURPOSES OF ADVISING SUCH MEMBER IN CONNECTION WITH THE NEGOTIATION, PREPARATION, AND EXECUTION OF THIS AGREEMENT.

15. The Entire Agreement/Waiver: This Agreement contains the sole and entire agreement and understanding of the parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto and hereby merged herein. Each party hereto acknowledges that such party is not relying upon any warranty, representation, or promise, oral or otherwise, express or implied, made by any other party hereto, or any other party's attorney, which is not expressly set forth herein, in agreeing to execute this Agreement. No agreements other than those which are specifically set forth or referred to herein (oral, written, or otherwise) shall be deemed to exist or to bind any of the parties hereto. No provision hereof may be waived unless such waiver is in writing and signed by each party hereto. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. This Agreement may be modified or amended only by a written agreement executed by all of the parties hereto. No breach of this Agreement shall be deemed material, unless the party alleging such breach shall have given the other party notice of such breach and said other party fails to discontinue the practice complained of or otherwise cure such breach within thirty (30) days after receipt of such notice.

16. Interpretation, Construction, and Jurisdiction: Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision herein. Each party has cooperated in the drafting and preparation of this Agreement and in any construction to be made of this Agreement, the same shall not be construed against any party. This Agreement, and the rights and liabilities of the parties hereto, shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Tennessee applicable to agreements entirely negotiated and performed therein. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall, nonetheless, continue in full force and effect without being impaired or invalidated in any way. This Agreement may be executed in counterparts and by fax signatures. In the event this agreement must be enforced by a court of law, the parties hereto agree that said action shall be filed in and tried by a court located in the State of Tennessee, Davidson County. In the event that any party institutes an action at law or equity to enforce the terms of this Agreement, the prevailing party in the action shall be entitled to

recover, in addition to damages, its expenses, including attorneys' fees, incurred in connection with the prosecution or defense of the action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

NAME

NAME

NAME