

BMG

MUSIC PUBLISHING ADMINISTRATION AGREEMENT

April 1, 2020

Vince Johnson and
Vince Johnson d/b/a Tiger King Publishing
9307 NE 87th Street
Vancouver, Washington 98662



Dear Gentlepersons:

The following is the agreement between VINCE JOHNSON ("Partner") and BMG RIGHTS MANAGEMENT (US) LLC ("Company" or "BMG") concerning BMG's exclusive rights to administer the Compositions.

1. Compositions

1.1 Reference is made to the musical compositions currently owned or controlled by Partner, in whole or in part, (set forth in Annex 1) and any and all musical compositions Partner owns, administers, acquires or otherwise controls, in whole or in part, during the Term hereof including, but not limited to, those which are created for, or contained in, audio-visual works with which Partner is associated (the "Compositions"). During the Term and throughout the world and universe (the "Territory"), BMG is granted the exclusive right to license and exploit the Compositions, in all manner and media, now known or hereafter developed, including the right to bring and collect on all claims and causes of action relating to the Compositions accrued or hereafter accruing at any time. Partner also grants to BMG the right to use Partner's name and approved likeness in all manner in connection with such exploitation and BMG's business, subject to Partner's prior written consent.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

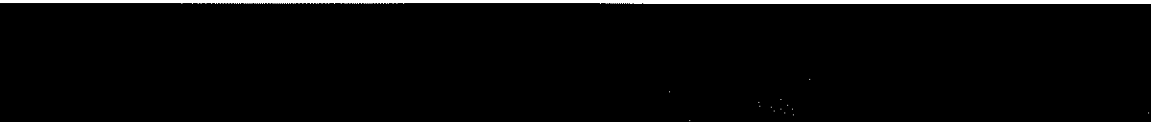
[REDACTED]

[REDACTED]

2. Term / Collection Period / Other

2.1 Term. The "Term" hereof shall commence on execution and continue for a period ending the later of a) March 31, 2025, or b) the end of the semiannual period during which all advances hereunder are recouped.

2.2 Collection Period. BMG shall have the exclusive right to collect all income relating to the Compositions earned prior to the beginning of the Term, but not yet collected, as well as the exclusive right to collect all income earned during the Term, throughout the Term and for twelve (12) months throughout the U.S. and eighteen (18) months ex-U.S. following the end of the Term. If Partner collects any share of income that should have been paid to BMG above, Partner shall, within ten (10) business days after receipt, remit same to BMG without deduction.



3. Advances

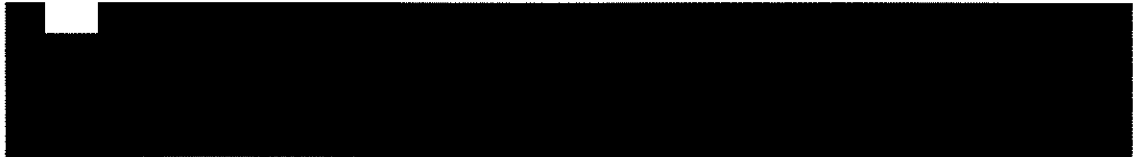
3.1 BMG shall pay Partner the following advances which shall be non-returnable (save in the case of fraud, misrepresentation or mistake) as a pre-payment of, and fully recoupable from, all fees and royalties payable and becoming payable to Partner hereunder:

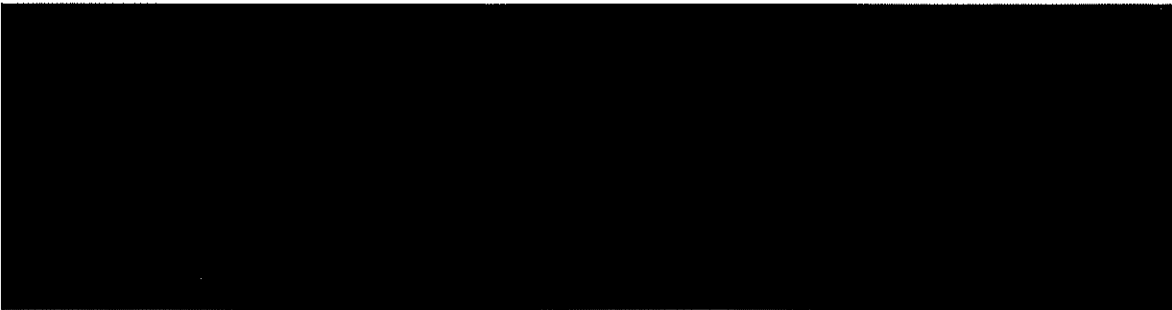
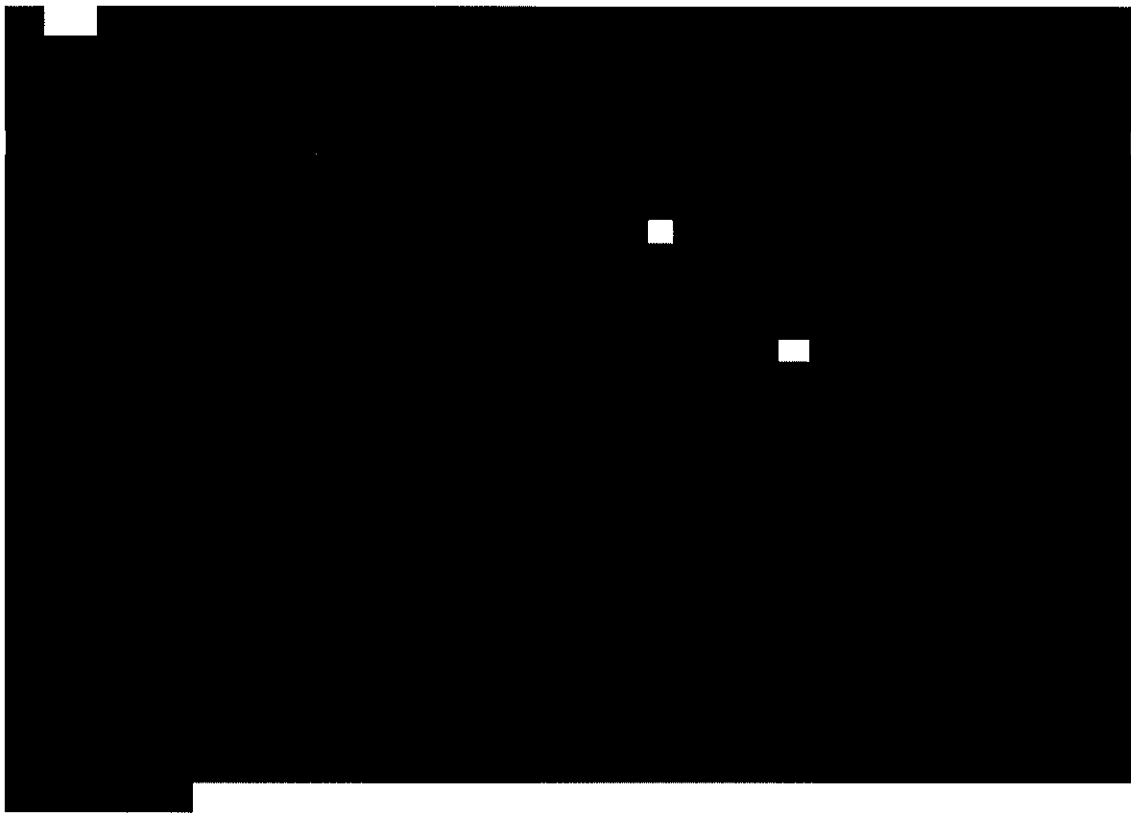
(a) USD \$47,500, payable after the later of (i) complete execution hereof, (ii) delivery of any and all existing Compositions, cue sheets (to the extent available) and audio-files to the extent available, and (iii) BMG's receipt of completed Department of the Treasury Internal Revenue Service form W-9s;

(b) USD \$5,000 payable simultaneously with the execution payment payable to Partner in 3.1 (a) above



Such advances shall be deemed prepayment of, and recoupable from, all royalties payable and becoming payable hereunder.





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Other Important Provisions

7.1 Partner warrants and represents that (a) Partner has the full right and authority to enter into and perform this agreement, (b) other than the remuneration set forth herein, BMG shall not have any royalty or other obligation to any other person or entity deriving from its exploitation of the rights granted herein, and (c) provided BMG reaches an agreement with the Estate of Daniel Clinton, such exploitation shall not subject BMG to any claim of infringement or other adverse claims. Partner shall defend and hold BMG, its successors, permitted assigns, agents and licensees free and harmless from and against any and all claims, liabilities, costs, losses or damages (including without limitation reasonable attorneys' fees and litigation expenses) arising out of or incurred as a direct or indirect result of any breach or alleged breach of the representations, warranties, agreements and undertakings of Partner contained in this agreement. Upon request by BMG, Partner shall defend at its sole expense any action or proceeding subject to such indemnity with counsel approved by BMG (which approval shall not be unreasonably withheld). Upon notice of any claim against BMG, BMG, upon written notice to Partner, shall be entitled to withhold from the royalties, fees, advances or monies payable to Partner under this agreement such amount as may be reasonably necessary to protect BMG and as is directly related to the potential liability under any such claim, until liability upon any such claim has been finally settled, determined and paid and BMG has been reimbursed its actual out of pocket expenses incurred in connection therewith, provided that any such withholding by BMG in accordance with the foregoing shall be released in respect of any particular claim unless formal legal proceedings are instituted in connection therewith within six (6) months thereafter.

7.2 The following constitute all of Partner's music publishing affiliates; that such affiliates collectively own and/or control all of the Composition presently in existence; and that each such affiliate is a member in good standing of the performing rights society appearing next to its name:

Writer Affiliate	Performing Rights Society Affiliation
Tiger King Publishing	BMI

7.3 All rights and licenses in and to the Compositions granted pursuant to this agreement are, and shall be deemed to be, licenses of rights to intellectual property subject to 11 United States Code §365(n). BMG shall be entitled to all rights, remedies and elections under the Bankruptcy Code including, but not limited to, 11 USC §365. In the event of any bankruptcy filing and/or in the event this agreement is rejected by Partner and BMG makes an election under 11 USC §365(n)(1), Partner will perform under this agreement and shall not interfere with BMG's rights.

7.4 This agreement is binding upon the parties hereto and their respective permitted successors, heirs and permitted assigns.

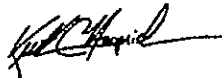
7.5 Neither party shall be deemed in breach hereof until it has received notice from the other party of such breach and has failed to cure same within thirty (30) days after notice. Neither party shall be deemed in breach if such breach is caused by a force majeure event of which notice has been provided, and the Term shall be suspended in such event (but not in excess of six (6) months).

7.6 All notices hereunder shall be sent via certified mail, return receipt requested, or via FedEx, to BMG at One Park Avenue, 18th Floor, New York, NY 10016, attention of "General Counsel & EVP", and to Partner at the addresses above.


7.7 This agreement shall be governed by New York law, applicable to contracts wholly made and performed therein, and the parties grant to New York Supreme Court, County of New York, or U.S. District Court, Southern District of New York, exclusive jurisdiction to hear any dispute arising herefrom. The parties hereto expressly waive their right to trial by jury in connection with any claim, demand or action arising out of this agreement.

Very truly yours,

BMG RIGHTS MANAGEMENT (US) LLC

By: 

Keith C. Hauprich
General Counsel & EVP, N. America

By: 

Jeff Brabec
SVP, Business & Legal Affairs,
N. America

Agreed:

Vince Johnson
Vince Johnson d/b/a Tiger King Publishing

ANNEX 1

Composition Details

<u>Title</u>	<u>Writers and % splits</u>	<u>Publishers and % splits</u>
1. Belly Of The Beast	Vince Johnson 100%	Tiger King Publishing 100%
2.He's Loving You	Vince Johnson 100%	Tiger King Publishing 100%
3.I'm Glad My Mom Can't See Me	Vince Johnson 100%	Tiger King Publishing 100%
4.I'm Just Your Getaway	Vince Johnson 100%	Tiger King Publishing 100%
5.I've Loved You Forever	Vince Johnson 100%	Tiger King Publishing 100%
6.Midnight Comes Calling	Vince Johnson 100%	Tiger King Publishing 100%
7.My Angel Don't Fly	Vince Johnson 100%	Tiger King Publishing 100%
8.Pushed Around	Vince Johnson 100%	Tiger King Publishing 100%
9.Rivers Of Regrets	Vince Johnson 100%	Tiger King Publishing 100%
10.What's A Man Got To Do	Vince Johnson 100%	Tiger King Publishing 100%
11.Where I Go	Vince Johnson 100%	Tiger King Publishing 100%
12.When It Comes To You	Vince Johnson 100%	Tiger King Publishing 100%
13.Will I Come Back To Haunt You	Vince Johnson 100%	Tiger King Publishing 100%
1.The Ballad Of Harry Reid	Vince Johnson 100%	Tiger King Publishing 100%
2.Do You Ever Wonder What Love Can Do	Vince Johnson 100%	Tiger King Publishing 100%
3.G.W. And Me	Vince Johnson 100%	Tiger King Publishing 100%
4.My First Love	Vince Johnson 100%	Tiger King Publishing 100%
5.Pretty Woman Lover	Vince Johnson 100%	Tiger King Publishing 100%
6.I Saw A Tiger	Vince Johnson 100%	Tiger King Publishing 100%
7.The Sun Says	Vince Johnson 100%	Tiger King Publishing 100%
8.You Can't Believe	Vince Johnson 100%	Tiger King Publishing 100%
9.You've Got A Guardian	Vince Johnson 100%	Tiger King Publishing 100%
*If You Love Me	Johnson/Clinton 50%/50%	Tiger King Publishing 50%& ?

EXCLUSIVE LICENSE OF COPYRIGHT

The undersigned, for good and valuable consideration, receipt of which is hereby acknowledged, hereby licenses to BMG Rights Management (US) LLC, its successors and assigns, the exclusive right, throughout the world and the universe, to license and exploit the Compositions defined below, to collect all income derived therefrom and to recoup any and all royalty advances paid or payable in connection therewith.

The "Compositions" shall be the musical Compositions listed on Annex 1, annexed hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 21 day of May, 2020.

Agreed:

Vince Johnson
Vince Johnson

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Dated: 1 April 2020

To: Whom It May Concern

Re: Notice of Appointment of Administrator

Dear sir/madam:

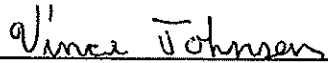
1. Please be advised that, effective immediately, BMG Rights Management (US) LLC d/b/a [BMG Gold Songs][BMG Silver Songs][BMG Platinum Songs] ("BMG") is appointed our exclusive administrator with respect to the musical compositions that we own or control (the "Compositions"), throughout the world and the universe, listed on Annex 1, annexed hereto.
2. Effective immediately, we authorize and irrevocably direct you to pay to BMG all royalties payable and becoming payable by you to us, regardless of when earned.
3. All statements, checks and correspondence relevant to the foregoing Composition are to be directed as follows:

Electronic royalty statements can be emailed to: royalties.us@bmg.com (If possible in imaestro format, with an additional copy in excel or cvs format).

<p>Please direct all future royalties, statements and correspondence to:</p> <p>BMG Rights Management (US) LLC One Park Avenue, 18th Floor New York, NY 10016 Attn: Royalties</p>	<p>For Wire Remittances please direct to:</p> <p>Bank: JP Morgan Chase Bank Address: 55 Water Street, New York, NY 10005 Account Name: BMG Rights Management (US) LLC Account#: 844015776 Swift Address: CHASUS33 ABA # 021000021 Tax ID: 26-4055343</p>
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4. Please mark your records accordingly, and we would appreciate your acknowledging receipt of this notification by signing the enclosed copy and returning it to the BMG address above.

Very truly yours,



Vince Johnson

Acknowledged:

About 2,350,000 results (0.68 seconds)

Here Kitty Kitty

Joe Exotic

She was a rich woman, she had rich taste
 She felt the blood runnin' through her veins
 She liked the life she had, she loved her big cats
 And the beauty of bein' untamed
 Well, everything was fine, just as sweet as wine
 But her husband went and disappeared
 But then it got a little crazy, got a little hazy
 And the cops said there's somethin' wrong here

Oh, here kitty kitty
 Mama's got some treats for you
 Oh, here kitty kitty
 You can't find this taste in the zoo
 Oh, here kitty kitty
 Well, mama Carole, she sure loves you
 Oh, here kitty kitty
 Mama made this for you

So if you're ever down in Tampa on a big cat refuge
 Don't pick a fight with your wife
 'Cause it's a big forty acres and if you're not careful
 You'll be gone in a blink of an eye
 No bones, no remains but that won't change the fact
 That Don sure ain't comin' back
 But you can't prosecute, there's just no use
 There's nothin' left but tiger tracks

Oh, here kitty kitty
 Mama's got some treats for you
 Oh, here kitty kitty
 Well, you can't find this taste in the zoo
 Oh, here kitty kitty
 Well, mama Carole, she sure loves you
 Oh, here kitty kitty
 Mama made this for you

Whoa, here kitty
 Well, mama's got some treats for you
 Oh, here kitty kitty
 You can't find this taste in the zoo
 Oh, here kitty kitty
 Well, mama Carole, she sure loves you
 Oh, here kitty kitty
 Mama made this for you
 Mama made this for you

Source: [LyricFind](#)

Songwriters: Danny Clinton / Vince Johnson

Here Kitty Kitty lyrics © BMG Rights Management

Feedback