

Page 1: [1] Comment [5] Paul Quin 10/3/14 7:29 AM

This only serves to confuse issues and allow Company to change and confuse schedules and terms. If Company wants to accelerate a Contract Period because, for example, the recording commitment was completed early and sales were high, then Artist will agree to consider such a change at that time and will agree to do so in good faith upon an agreement of appropriate additional consideration.

Page 1: [2] Deleted Paul Quin 10/3/14 7:26 AM

We may exercise each option to extend the Term for an additional Contract Period by giving Artist notice of our election to do so at any time prior to the expiration of the then-current Contract Period. Notwithstanding anything to the contrary contained in paragraph 2.02 or 2.03, if we so provide expressly in such notice, the then-current Contract Period will end on the date of such notice and the next Contract Period will commence immediately thereafter.

Page 1: [3] Deleted Paul Quin 10/3/14 7:30 AM

2.05 Notwithstanding anything to the contrary contained in this Article 2, if we do not give Artist notice of our election to exercise (or not to exercise)

Page 1: [4] Comment [6] Paul Quin 10/3/14 8:06 AM

If Company fails to give notice of its right to exercise an option, then no option period exists. This section serves no purpose other than to cover Company in the event it fails to act. If Company “forgets” to exercise its option the why would Artist want to be in a relationship with such a Company.

Page 1: [5] Deleted Paul Quin 10/3/14 7:30 AM

an option within the time limits set forth in paragraphs 2.02, 2.03, and 2.04, Artist will give Company notice of our failure to make such election and we will have fifteen (15) business days after our receipt of such notice from Artist (the “Grace Period”) to exercise the option concerned. In that event, the expiring Contract Period will continue through the end of the Grace Period, except that, if we exercise our option for the next Contract Period, such next Contract Period will be deemed to commence, and the expiring Contract Period will be deemed to end, on the same date that would have been the commencement date for such next Contract Period if we had exercised our option within the time limits set forth above in this Article 2.