

SUMMARY OF THE DEED OF SALE

PAGE 1

On May 16, 2018, the Board of Directors of SODRAC approved, pursuant to the conditions set out in this summary, an agreement regarding the sale of assets of SODRAC inc. and of SOCIETY FOR REPRODUCTION RIGHTS OF AUTHORS, COMPOSERS AND PUBLISHERS IN CANADA (SODRAC 2003 Inc.) (hereinafter collectively the "Seller") to the Society of Composers, Authors and Music Publishers of Canada (SOCAN) (hereinafter the "Buyer"), a collective rights society.

So :

1. Sale of assets:

The Seller agrees to sell to the Buyer, for the sum of one dollar (\$ 1), with legal guarantee and free of all assignments on the contractual date of June 30, 2018 ("Closing Date") all the goods, of any kind, bodily and incorporeal, used for the purposes of the Seller's business, including:

- i) goodwill;
- ii) all contracts necessary or useful to the Seller's operations, including all copyright agreements (excluding membership contracts with SODRAC), exploitation licenses (for which the Seller agrees to obtain required consents), employment, service and rental agreements; and
- (iii) inventories, equipment, furniture, computer equipment and intellectual property.

2. Interim management:

The Buyer agrees to administer the membership agreements of SODRAC members up to the time of the event furthest from the following:

- (i) the expiry or termination of SODRAC's membership contracts as well as unilateral or reciprocal representation contracts with foreign societies; or
- (ii) the distribution of royalties to SODRAC members for royalties collected prior to the Closing Date; or
- (iii) the last distribution of royalties received after the Closing Date but arising from licenses issued prior to such closing; or
- (iv) the distribution of royalties collected after the Closing Date resulting from licenses issued after this closing on behalf of SODRAC members who have not yet terminated their membership contracts.

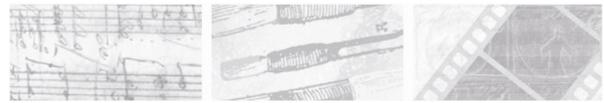
All management of the foregoing as well as the collections and distribution will be carried out in full compliance with the rules of distribution of SODRAC.

3. Compensation:

The Seller intends to indemnify the Buyer against all claims relating to any obligation, commitment or debt of the Seller except as specifically assumed by the Buyer.

4. Warranty:

The Seller gives the Buyer the usual guarantees that take effect on the Closing Date, specifying in particular that the assets are free from any assignment, adequately insured, in good condition and are the full property of the Seller. In addition, the contracts acquired by the Buyer are valid, enforceable and are not about to be terminated; These warranties will remain in effect for a period of two (2) years after the Closing Date or for an unlimited period in the event of fraud.



SUMMARY OF THE DEED OF SALE

PAGE 2

5. Employees:

The employment contracts are part of the assets acquired by the Buyer, and the Seller declares that the latter are in good standing with respect to contributions, that they respect the labor laws and that there is no collective agreement nor a labor dispute. The Buyer must offer a contract of employment to the key employees of the Seller.

6. Building:

SODRAC's lease is part of the assets purchased and the Seller declares that there is unrestricted access, and that to the best of his knowledge, the building complies with the laws, and meets environmental standards.

7. Intellectual property:

SODRAC's software, logo and website are part of the assets purchased by the Buyer and the Seller declares that they do not infringe the intellectual property of others and that it is the owner.

8. Approval:

The Seller shall notify the Buyer of any dispute or claim that may affect this transaction, and confirm to the Buyer that it will have absolute authority once its members have approved this transaction.

9. Seller's commitments:

The Seller and its directors undertake

- (i) for a period of 3 years not to compete with the Buyer and not to solicit the employees of the latter;
- (ii) to stop giving any mandate to CMRRA-SODRAC inc. from January 1st 2019 on, except for what is specifically agreed with the Buyer; and
- (iii) to finalize the residual corporate obligations of the Seller as soon as possible.

10. Commitments of the Buyer:

(i) The Buyer undertakes to use its best efforts to obtain or maintain, as the case may be, membership in international organizations BIEM, the International Confederation of Societies of Authors and Composers (CISAC) and the International Council of Graphic, Plastic and Photographic Creators (CIAGP); and

(ii) The Buyer acknowledges that all the remainder of the Seller's property will be distributed, subject to the approval of the members of SODRAC 2003 inc., to the SPACQ Foundation and, in addition, the Buyer also acknowledges that the Seller has invested amounts to defend and obtain the opportunity to collect royalties for the exploitation of rights in accordance with its usual practices. These amounts are refundable to the SPACQ Foundation and will come from a 15% drain taken from royalties collected for which investments have been made. These repayments will continue until full refund of the amounts invested plus any interest payable by users on these revenues. In addition, the Buyer is responsible for all Seller's fees and expenses in respect of its residual corporate obligations for the period beginning on the Closing Date until the dissolution.

11. Closing:

The closing session must be held on the agreed date of June 30, 2018 once the Seller has obtained the approval of the transaction from its members.