

**LETTER AGREEMENT FOR CO-OWNERSHIP OF A MUSICAL COMPOSITION CONTAINING A  
DIGITAL SAMPLE FROM ANOTHER MUSICAL COMPOSITION**

January 1, 2007

Re: \_\_\_\_\_ (the "Song")

Gentlemen:

This will confirm the agreement between you and Big Music Co., Inc. ("Big Music") concerning the above-titled Song.

You hereby acknowledge that the Song has incorporated a portion of the musical composition entitled "\_\_\_\_\_" (the "Original Work") written by \_\_\_\_\_ (the "Original Writer"), and owned by \_\_\_\_\_.

New words and music were written for the Song by \_\_\_\_\_ and \_\_\_\_\_ (the "New Writers").

The Song has been recorded by \_\_\_\_\_ (the "Artist").

Based upon the foregoing, the parties agree as follows:

1. The Song will be co-owned by \_\_\_\_\_ (50%), \_\_\_\_\_ (25%) and \_\_\_\_\_ (25%). The writers of the Song will be listed as \_\_\_\_\_ (50%), \_\_\_\_\_ (25%) and \_\_\_\_\_ (25%). The foregoing shall apply to all label copy prepared after the full execution hereof and to the copyright registration form. If the Song has already been registered for copyright in the U.S. Copyright Office, the parties will execute and file appropriate corrections and/or assignments of copyright. In addition, the parties will advise ASCAP, BMI, the Harry Fox Agency, and all applicable record companies of the terms of this agreement.

2. Big Music and you will each administer and issue mechanical and other licenses for its/your respective share of the Song worldwide. Neither Big Music nor you shall have the right to license the entire Song for any-purpose without the prior written consent of the other. Big Music and you will collect its/your respective share of the Song and will pay its/your own writer(s) and its/your own expenses in connection with the Song.

3. Neither you nor the New Writers shall have or claim any ownership, income or other interest in the Original Work.

4. You warrant that you have the right to enter into this agreement and that the New Writers' contribution to the Song is original and does not infringe on the rights of any third party. You will defend and indemnify Big Music from and against any third party claims made in connection with the Song.

5. It is the intention of the parties that a more formal agreement, i.e., a "co-administration agreement," may be entered into at a later date, but until such agreement is executed, the terms and conditions of this letter agreement shall apply.

Sincerely,

AGREED TO AND ACCEPTED:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_