

**LONG FORM MASTER LICENSE FOR USE
OF SOUND RECORDING SAMPLE ON FLAT FEE BASIS**

SAMPLING LICENSE

Agreement made as of the 1st day of January 2007 by and between _____, a division of _____, at _____ (“Licensor”) and _____, c/o _____, at _____ (“Licensee”).

1. TERM

1.01. The term of this agreement (the “Term”) will begin on the date hereof and shall continue in perpetuity.

2. DEFINITIONS

2.01. “Master”, “Master Recording”: The recording(s) of sound, by any method and on any substance or material, intended for reproduction in the form of Phonograph Records, or otherwise.

2.02. “Records”, “Phonograph Records”: Any device now or hereafter known, on or by which sound may be recorded and reproduced, which is manufactured or distributed primarily for home and/or consumer and/or juke box use and/or use on or in means of transportation.

2.03. “Retail List Price”: Intentionally Deleted.

2.04. “Person”: Any individual, corporation, partnership, association, or other business entity, or the legal successors or representative of any of the foregoing.

2.05. “Territory”: The World

3. RIGHTS GRANTED TO LICENSEE

3.01. Licensor hereby grants Licensee, during the Term hereof and in the Territory, the non-exclusive right to manufacture Records embodying the Master Recording entitled _____ as performed by _____ (the “Product”) embodying portions of _____’s Master Recording licensed hereunder entitled _____ (the “Master”) as performed by _____ (the “Artist”), and to distribute and sell the Product and Records embodying the Product directly to consumers via mail order and retail.

3.02. Licensee shall submit to Licensor two (2) copies of each Record embodying the Product.

3.03. Prior to exercising any of the rights granted to it hereunder, Licensee, or its designee, shall obtain, from the owners of the copyrights in the compositions performed in the Master, all licenses which may be required for the use of those compositions in Records embodying the

Product to be marketed by Licensee, or its designee, and shall become a first party to each of the applicable Phonograph Record Manufacturers' Agreements with the American Federation of Musicians, or the successor agreement then in effect.

4. THIRD PARTY PAYMENTS

4.01. Licensor shall pay all royalties due by reason of Licensee's sale or licensing of Records embodying the Product, under Licensor's agreements covering the services of record producers and/or performing artists and/or Licensor's acquisition of the Master.

4.02. (a) Except as specifically stated otherwise herein Licensee, or its designee, shall make all payments required in connection with the manufacture, sale, licensing or distribution in the Territory of Records embodying the Product hereunder including, without limitation, all royalties and other payments to owners of copyrights in musical compositions, the Music Performance Trust Fund and Special Payments Fund, and any other required unions and union funds. Licensee, or its designee, will comply with the applicable rules and regulations covering any use of the Master by Licensee and/or by Persons deriving rights from Licensee in connection with the manufacture and sale of Records embodying the Product or otherwise.

(b) Licensee shall pay, or cause to be paid, directly to the proper parties, all sales taxes (as fixed by law), if any, for Records embodying the Product manufactured and sold hereunder, and, to the extent that Licensor may be additionally liable therefor as a result of sales of such Records embodying the Product, all payments to the AFTRA Pension and Welfare Fund.

5. LICENSOR'S PROPERTY

5.01. Licensor's copyright and other property or other rights, both statutory and common law, in the Master and tapes thereof, and the performances embodied therein, as well as all other rights in them not specifically herein granted by Licensor, shall be and remain the property of Licensor.

6. COPYRIGHT NOTICE: CREDIT

6.01. Each Record embodying the Product will bear a sound recording copyright notice identical to the notice used by Licensor for initial United States release of the Master concerned, or such other notice as Licensor shall require, together with the name of the copyright proprietor as indicated by Licensor; this obligation shall extend to any other form of notice which may in the future be deemed necessary in order to protect Licensor's sound recording copyrights under future legislation which may be passed anywhere throughout the Territory during the Term hereof.

6.02. All record jackets produced hereunder in connection with Records comprising the Product shall contain a credit line as follows:

(TITLE) BY (ARTIST) UNDER LICENSE FROM

Such credit line will appear in the liner notes on record jackets and tape containers. The Artist whose performances are embodied in the Master licensed hereunder shall likewise be given a credit in reasonable size type.

7. PAYMENTS TO LICENSOR

7.01 Licensee shall pay Licensor a non-returnable payment in the amount of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) payable upon Licensee's execution hereof.

8. TERMINATION: Intentionally Deleted.

9. ASSIGNMENT

9.01 Licensor and Licensee (after written notice to Licensor) may, at its election, assign this agreement or any of its rights hereunder.

10. WARRANTIES

10.01. Licensor warrants and represents that it has the full right, power and authority to enter into this agreement and to grant the rights herein granted to Licensee. Also, Licensor has the authority to grant the rights regarding the Artist and Producer, and that Licensee is not required to obtain any other consents as to the Master.

10.02. Licensee warrants and represents the following:

(a) Licensee has the full right, power and authority to enter into this agreement and to fully perform its obligations hereunder.

(b) Licensee shall not license, sell or otherwise dispose of or distribute the Product, or Records embodying the Product, hereunder except pursuant to the terms of this agreement, and shall not assign any of Licensee's rights hereunder.

(c) In the event Licensee fails to pay any mechanical copyright and/or union fund payments due, Licensor shall have the option of making said payments, including settling any disputes with respect thereto, and demanding reimbursement therefor from Licensee (and Licensee shall make such reimbursement) and a material breach of this agreement shall be deemed to have .

10.03. Licensor and Licensee each agree to indemnify and hold the other harmless from any and all liability, claims, demands, loss and reasonable legal fees and expenses of the indemnified party in connection therewith arising out of any failure by the indemnifying party with regard to the representations and warranties made by the indemnifying party herein. It is of the essence of this indemnification that the indemnifying party shall have the rights, at its own cost and expense, to participate in the defense thereof.

11. NOTICES

11.01. All notices and payments required to be given to Licensor hereunder shall be sent to Licensor at its address first mentioned herein, and all notices to Licensee shall be sent to Licensee at its address first mentioned herein, or such other address as each party respectively may hereafter designate by notice in writing to the other. All notices and payments shall be sent by registered or certified mail, return receipt requested, and the day of mailing of any such notice

shall be deemed the date of the giving thereof (except notices of change of address, the date of which shall be the date of receipt by the receiving party). All notices to Licensor shall be served upon Licensor to the attention of the Vice President, _____, with a copy to the Senior Vice President, Legal Affairs.

12. GENERAL PROVISIONS

12.01. This agreement sets forth the entire understanding between the parties and may not be modified or amended except by an instrument in writing signed by both parties hereto.

12.02. It is understood and agreed that in the performance of this agreement Licensee is acting as an independent contractor and shall not be, act, or represent itself as the employee, agent or representative of Licensor and shall not have the right, power, or authority to bind Licensor or make any contract or other agreement or assume or create any obligation or liability, express or implied, on behalf of Licensor. Neither the making of this agreement nor the performance of any of the provisions hereof shall be construed to constitute Licensee the agent or legal representative of Licensor for any purpose, nor shall this agreement be deemed to establish a joint venture or partnership between the parties hereto.

12.03. This agreement is entered into in the State of New York, and shall be construed in accordance with the laws of the said state applicable to contracts to be performed wholly therein. Both Licensor and Licensee agree that any controversy arising under this agreement shall be adjudicated under the jurisdiction of a competent court in the City of New York.

12.04. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as waiver or relinquishment of the rights to insist upon strict performance of the same condition, promise, agreement or understanding a a future time.

12.05. Licensee agrees that the Master licensed hereunder, and Licensor's copyrights and all other rights of property in such Master are unique and valuable assets of Licensor, the loss of which, or the use of which in any way other than as provided for herein, cannot be replaced or compensated for adequately in monetary terms, and Licensee agrees that in the event of any use of the Master other than as provided for herein, Licensor shall be entitled to injunctive relief in addition to all other rights and remedies to which it is entitled to enforce the provisions hereof.

By: _____

By: _____

By: _____

(Exhibit A Omitted)