

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

AGREEMENT

This will confirm the following agreement dated January 1, 2000, made by _____ and between _____ (hereinafter, "Owner"),
Sunset Boulevard, Los Angeles, California 90028, Attention:
and
" _____ ("hereinafter, "Licensee"), c/o

1. Owner grants to licensee the nonexclusive right and license to use a portion of the _____ Master set forth on Exhibit "A" hereto (the "Master"), as embodied in the tape approved by Owner, with no greater usage of the Master than is contained on the approved tape, in the manufacture, distribution, and sale of records, cassettes, and compact discs of the album entitled " _____ ("Album") embodying the recording " _____" as sampled in " _____" (the "Recording") as performed by _____ ("Artist"). Licensee shall additionally have the right to manufacture, distribute, and sell or authorize the manufacture, distribution, and sale of Single Records, Long Play Singles, CD Singles, or Cassette Singles ("Singles").

2. The term of this agreement shall be for perpetuity commencing on the date hereof. Contemporaneously with the execution of this agreement, licensee shall deliver to Owner its check in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), which sum shall constitute a nonrefundable advance against, and be fully recoupable from any royalties payable by Licensee to Owner as a result of the sale by Licensee of Albums and Singles during the term of this agreement.

3. (a) For all rights and license granted hereunder, Licensee agree to pay Owner a basic royalty as follows: (i) two cents (\$.02) per Master on one hundred percent (100%) of Albums, and (ii) one cent (\$.01) per Master on one hundred percent (100%) of Singles, sold and not returned for Distribution through normal retail channels in the United States ("basic U.S. rate"), and, on all other sales, including, but not limited to, foreign, budget, mid-price, record club, PX, mail order, and premium records, and flat fee or flat royalty licenses. Owner's royalties will be computed in the same manner (i.e., the manner in which so-called "free goods," returns, and reserves are calculated) as the Artist's royalties are computed. Licensee shall send Owner a copy of the relevant provisions immediately upon execution of this agreement by Licensee.

(b) Licensee shall additionally have the right to include the Recording in Compilation albums or Greatest Hits albums released by Licensee, provided Owner receives the royalty specified in subparagraph 3(a)(i), and/or Licensee may license the Recording to third parties for compilation packages, and/or Licensee may sell through Record Clubs and X's, provided Owner receives the royalty specified in subparagraph 3(a)(ii).

(c) Licensee may manufacture and distribute a video embodying the Recording for promotional purposes. Should Licensee manufacture and/or distribute any-such video for

commercial purposes, Licensee shall pay a royalty of five percent (5%) of the wholesale price, prorated by the number of royalty bearing masters on the video.

(d) Licensee may license the Recording for non-phonograph record purposes (such as film and television), provided Licensee pays Owner a royalty of ten percent (10%) of the net receipts received by licensee, including any and all advances.

(e) Licensee agrees to pay and to be solely responsible for all third party payments that may be due, other than royalties due the artist and producers on the Master, pursuant to the use of the Master on the Recording.

(f) Licensee shall compute royalties payable to hereunder as of June 30th and December 31st of each year for the preceding six (6) month period, and Licensee shall pay such royalties before or on the succeeding September 30th and March 31st, respectively, and each such payment shall be accompanied by an itemized statement of the computation thereof. Statements shall be rendered, whether or not any sums are due

(g) All royalty statements rendered by Licensee shall be binding upon Owner and not subject to any objection by for any reason unless specific objection in writing, stating the basis thereof, is given to Licensee within two (2) years from the date rendered. Owner shall be barred from maintaining or instituting an action or proceeding based upon or relating to any statement unless such action or proceeding is commenced within one (1) year after receipt by Licensee of the written objection. Owner shall have the right to inspect and make abstracts of the books and records of Licensee, its subsidiaries, and affiliates, wherein the same may be, insofar as they relate to this agreement. Such inspection, at Owner's sole expense, shall be made during normal business hours of normal business days and is limited to a period of two (2) years from the date of the applicable statement.

4. (a) Licensee agrees to obtain all copyright licenses from the music publishers for the compositions on the Masters listed in Exhibit "A" hereto. Licensee will pay all copyright fees to music publishers with respect to said Masters and shall indemnify and hold Owner harmless with respect to all such fees.

(b) Licensee agrees that, with respect to the Album jacket and/or any enclosures therein, Owner shall receive the courtesy credit specified in Exhibit "A" hereto in connection with the use of the Master licensed hereunder. Notwithstanding the foregoing, Licensee's inadvertent failure to give such credit shall not be deemed a breach, provided that licensee prospectively cures on all future runs.

5. Owner shall be responsible for and shall pay any Artist's royalties which may become owing in connection with licensee's use of the Masters hereunder.

6. (a) Licensee shall not license the Master for use as a premium record or in any other record, except as otherwise provided herein.

(b) Licensee agrees that it will not sublicense or convey any rights under this agreement not expressly authorized herein. Licensee hereby agrees that it will manufacture or cause the manufacture of, distribute or cause the distribution of, and sell or cause the sale of Recordings covered by this agreement, only to the extent of the rights and license granted by this agreement.

7. (a) Licensee represents and warrants that it has the right to enter into this agreement and to make the commitments it makes herein. Licensee agrees to indemnify and hold Owner harmless of and from any and all cost and expense (including, but not limited to, reasonable attorney's fees), loss, claim, liability, or obligation arising out of:

(i) Any breach by licensee of the representations, warranties, and covenants made by it herein; and/or

(ii) The use on the Album by licensee of any non-masters or any other claim based on or related to the use of said non-masters.

8. Owner represents and warrants that it has the right to enter into this agreement and to make the commitments it makes herein. licensee accepts this license without any other warranty or representation by or recourse against Owner.

9. The rights and license granted to Licensee hereunder are for the territory of the World.

10. The Master hereunder and all copyrights and rights in and to such Master shall remain the sole and exclusive property of Owner, subject to the right of Licensee to make reproductions pursuant to the terms of this agreement.

11. Licensee represents and warrants that Licensee's Distributor, (" ") is, and intends to remain, a signatory to the then-current American Federation of Musicians (AFM) Phonograph Record Labor Agreement, the Special Payments Fund Agreement, and Phonograph Record Trust Agreement, the American Federation of Television and Radio Artists (AFTRA) National Code of Fair Practice for Phonograph Recordings, and any other union agreement having jurisdiction in the premises. licensee acknowledges that the license granted hereunder is given in reliance thereon.

12. Licensee shall deliver two (2) copies of each recorded compact disc and tape configuration authorized under the terms of this agreement. Said Recordings shall be shipped to the attention of Vice President, Business and Legal Affairs, at the address set forth above. Owner reserves the right to determine the quality of the manufactured products and, if it is below Owner's comparable product standards, shall so advise Licensee. Upon receipt of such a notice of quality deficiency, Licensee shall take immediate steps to improve the quality of its manufactured product so that it shall meet Owner's normal commercial standards.

13. All notices, statements, and payments which Licensee may be required or desire to serve upon may be served upon Owner by depositing same, postage prepaid, in any mail box, chute, or other receptacle authorized by the United States Postal Service, for mail addressed Owner to at the address set forth above, Attention: Vice President, Business and Legal Affairs, or at such other address as Owner may from time to time designate by written notice to Licensee. The date of service of any notice, statement, or payment so deposited shall be the date of deposit except for notices of changes of address, which shall be effective upon receipt. All notices which Owner may be required or desire to serve upon Licensee may be served upon Licensee by depositing same, postage prepaid, in any mail box, chute, or other receptacle authorized by the United States Postal Service, for mail addressed to licensee at the address set forth above, Attention:

_____ or at such other address as licensee may from time to time designate by written notice to _____. The date of service of any notice so deposited shall be the date of deposit. All payments made hereunder shall be

payable to Owner, and shall be forwarded directly to the attention of Vice President, Business and Legal Affairs, _____, at the address listed above.

14. This agreement shall become effective only when executed by an authorized agent of _____ and an authorized signer on behalf of Licensee. It shall be deemed to have been made in the State of California, and its validity, construction, breach, performance, and operation shall be governed by the laws of the State of California applicable to agreements made in and to be performed in California.

15. Owner may assign this agreement to any parent, subsidiary, or affiliate entity, or any entity which acquires substantially all of Owner's stock or assets, or acquires Owner by way of merger, consolidation, or other reorganization.

16. In addition to any other rights of termination which Owner may have, shall have the right to terminate this agreement and all of the Licensee's rights hereunder in the event (a) Licensee shall breach any material provision of this agreement; and/or (b) Licensee shall assign or attempt to assign this agreement or any of its rights hereunder to any assignees, whether for the benefit of creditors or otherwise, or make or attempt to make any compositions with creditors.

17. In the event that any agreement oral or written, between licensee and any third party with respect to the licensing of said thirty party's master recordings in connection with the Album shall provide for royalty terms and/or for an advance more favorable than provided herein with respect to the Masters being licensed hereunder, Owner shall have the benefit of such more favorable terms from the first record sold.

18. It is not presently contemplated that a video of the Recording shall be produced by Artist or the label distribution the Recording. However, Artist hereby agrees that, if a video of the Recording is produced, Artist shall use his best efforts to cause his record label to include the in the music video.

19. Artist shall cause his record label to include the Recording as the B-side of a single record subsequent to the first single record released from the Album. This provision is material to the full performance by Artist and the rights granted to Artist under this agreement

20. Attached hereto as Exhibit "B," incorporated herein by its reference, is a direction to pay authorizing Record Company to be paid direct all compensation due under paragraphs 2 and 3 of the Agreement dated January 1, 2000. Artist hereby agrees to cause _____ to make all payments required under the Agreement direct to _____.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

By: _____

EXHIBIT "A"