

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

January 1, 2007

Re: “_____” (the “Recording”)

Gentlemen:

The following will set forth the agreement between you and us concerning the Recording.

You have claimed that the Recording has incorporated portions of your master-recording entitled “_____” (the “Master”) performed by (the “Artist”), and produced by _____ (“Producer”).

1. You hereby grant to us the non-exclusive, worldwide and perpetual right, but not the obligation, to use the Master in and as part of the Recording and all “phonorecords” with the exploitation, advertising, publicity, and promotion of such Recording and phonorecords in all media, markets, and/or formats now or hereafter known.

2. If the Master is included in any such phonorecords released under our authority, we shall pay to you the sum of Two Thousand Dollars (\$2,000) within two (2) weeks after the initial release of the first phonorecord embodying the Master, but not later than February 1, 2000, or this agreement will be deemed null and void.

3. Definitions of terms used in this agreement:

(a) “phonorecord” means any device, at any speed on any material, now or hereafter known, used for the reproduction of sound or sound accompanied by visual images.

4. You warrant and represent that: (a) you have the right to enter into this agreement and grant to us the rights to use the Master as herein provided; and (b) you shall be solely responsible for obtaining and paying for any and all requisite consents to this agreement by Artist, Producer, and any other persons who rendered services in connection with the recording and production of the Master and any other person (s) , firm(s). or corporation(s) whose consent(s) may be required in respect of the rights granted to us with respect to the Master hereunder.

5. Each party will indemnify, save and hold the other (and its respective agents, directors, officers, successors, licensees and assigns) harmless from and against any and all damages, costs liabilities, losses and expenses (including reasonable attorneys’ fees) arising out of or connected with any third party claim, demand or action inconsistent with any of the warranties, representations or covenants made by the indemnitor in this agreement which results in a final adverse judgment, arbitration award or settlement with the consent of the indemnitor (not to be unreasonably withheld) . The indemnified parties agree to give the indemnitor notice of any action to which the foregoing indemnity applies, and the indemnitor may participate in the defense of same, at its expense, through counsel of its choosing.

6. This agreement constitutes the entire agreement between you and us (all prior negotiations, correspondence and agreements whether oral or written being merged herein) and shall be construed in accordance with the laws of the State of California. Any dispute or disagreement with respect to this agreement shall be submitted to the Courts of the State of California or the Federal Courts within the State of California, which courts shall have the exclusive jurisdiction thereof. This agreement shall inure to the benefit of you, us and our respective successors, licensees, assigns, associate, affiliated and subsidiary companies. This agreement may not be modified except by an instrument in writing signed by both parties. A waiver of any breach of any party in any one instance shall not constitute a waiver of any subsequent breach, whether or not similar.

If the foregoing represents your understanding and agreement, please sign and return a copy of this agreement.

Very truly yours,

By: _____

ACCEPTED AND AGREED:

By: _____