Dear Songwriter:

The following, when signed by you and by us, will constitute the terms and conditions of the exclusive co-publishing agreement between you and us (the "Agreement").

1. Term: The Term of this Agreement shall consist of an initial period of one "Contract Year" commencing as of the above date. In addition, we shall have three options to renew such Term for periods of one Contract Year. Our option shall be exercisable by notice to you at any time during the Term up to 30 days following your notice of completion of your "Delivery Commitment" for the then-current Contract Year. If we fail to exercise any option, the Term shall nonetheless continue until you deliver to us written notice expressly indicating that we have failed to timely exercise such option. If we then exercise such option, the Term shall continue as if such option had been timely exercised. If we fail to exercise such option within 15 business days after receipt of your notice, then the Term will end at the end of that 15 day.

2. Contract Year/Delivery Commitment:

2.1 A "Contract Year" shall continue for the later of twelve (12) months or until thirty (30) days following completion of your "Delivery Commitment" for such Contract Year.

2.2 Your "Delivery Commitment" for each Contract Year shall consist of 3.5 newly-written compositions written 100% by you (or the equivalent in compositions only partly written by you) which are embodied on at least two separate LP length studio recordings that are initially commercially released in the United States on the standard version of such LP (and not just on a so-called "bonus track," "deluxe," "expanded," or "limited edition" versions of such LP) in CD format or the dominant format that replaces it by a "Major Record Company" (i.e., WMG, Sony, Universal or another company then distributed by one of such companies), or by a "Major Independent Label" (i.e., an independent record company with (i) proven historical sales including either distribution of at least one album that has sold at least 200,000 units or multiple albums which have sold in total at least 2 million units in the United States within two years prior to the commercial release of the album concerned; (ii) nationwide distribution throughout the United States through normal retail trade channels; and (iii) a track record of timely payment of mechanical royalties of at least 75% of the current minimum statutory rate to us to other publishers and to The Harry Fox Agency), with a signed mechanical license confirming 100% of the then-current full U.S. minimum statutory rate (each such released 100% composition being a "Released Song") together with notice to us of the completion of delivery of the requisite number of compositions (including song titles as well as the names of any co-writers and/or co-publishers and the respective ownership shares of each such third party) and confirmation of release (i.e. record label information accompanied by a commercial copy of each record and a so-called "mechanical royalty rate sheet" from the applicable record company).

2.3 In the event that you believe the terms of your Delivery Commitment are no longer in accordance with our standard co-publishing agreement for a writer and/or publisher of similar stature to you, then upon our receipt of written notice from you expressly referring to this paragraph and requesting that we reevaluate the terms of your Delivery Commitment, then we agree to discuss such request with you, in good faith, and to make changes if appropriate.

3. Scope of Agreement:

3.1 Territory: The World

3.2 Subject Compositions:

3.2.1 Your music publishing designee and we will each own an undivided 50% share of your interest in all compositions written or co-written by you during the Term, or otherwise owned or controlled by you or your music publishing designee (collectively referred to below as "Subject Compositions" or "SC’s"), and we will have exclusive
worldwide administration of the SC’s during the "Administration Period". A composition first recorded and/or released or or within three (3) months following the expiration of the Term shall be deemed to have been written and composed during the Term unless you can reasonably prove that such composition was written after the Term.

3.2.2 In the case of co-written compositions, such co-ownership and administration shall only extend to your fractional interest which shall be calculated by multiplying 100% by a fraction, the numerator of which is the number one and the denominator of which is the total number of contributing writers, unless we have received notice prior to the initial U.S. release of the specific composition indicating different ownership shares.

3.3 Administrative Restrictions: Although it is intended that we and our foreign subsidiaries, affiliates and licensees have the fullest possible rights to administer and exploit SCs, to utilize your name and likeness in connection therewith and to execute routine copyright documents in your name and on your behalf, neither we nor our foreign subsidiaries shall do any of the following without your prior written consent in each instance (which consent, shall not be unreasonably withheld):

3.3.1. Change or authorize any change in the English-language title and/or lyric of any SC, alter the harmonic structure of any SC, or alter the melody of any SC (except insubstantial changes necessary solely to accommodate the syllabic requirements of foreign languages);

3.3.2. Issue a mechanical license for the use of any SC in a "topline" LP at less than the prevailing statutory or society rate, except in connection with those types of uses for which reduced-rate licenses are customarily granted and provided, further, that we will issue mechanical licenses as required by the terms of your "controlled compositions" and related clauses of any agreement in respect of your recording and/or producing services, so long as such clauses comply with the provisions of paragraph 6.2.1.1., below;

3.3.3. Authorize the use of the title of any SC as the title of a play, film or TV program, or authorize the dramatization of any SC or exploit any so-called "grand rights";

3.3.4. Authorize the inclusion of any SC in: (1) a film or television program, except routine background uses or as may be required pursuant to any applicable blanket or similar license either under foreign performing rights and/or mechanical rights society regulations, (2) any commercial or advertisement, or (3) any merchandising use, "tie-in", or endorsement (such consent may be withheld in your sole discretion);

3.3.5. Utilize any name, photograph or likeness of, or biographical material concerning you, provided that any such material as well as any album cover artwork utilized by a record company shall be deemed approved for use hereunder, free of charge as between you and us but subject to any necessary third-party clearance.

3.3.6. Issue a so-called "first use" mechanical license (except in connection with recordings performed and/or produced by you) if provided prior to delivery of such SC you notify us to place a "hold" on such SC. No such "hold" shall remain in effect for more than twelve (12) months;

3.3.7. Knowingly authorize any so-called "sample" of any SC (such consent may be withheld in your sole discretion); or

3.3.8. Commercially exploit any demo recording (such consent may be withheld in your sole discretion).

3.4. Reassignment Provisions:

3.4.1. Unexploited Material: All unexploited SCs shall be reassigned to you as of the end of the accounting period during which occurs the later of: (1) the second anniversary of the expiration of the Term or (2) the recoupment of all advances hereunder (the "Applicable Period"); provided, that you shall have the right, at any time on or after the second anniversary of the end of the Term to repay 110% of the unrecovered balance. An SC shall be deemed to have been "exploited" if a recording of such SC (1) has been commercially released by a Major Record Company or a recognized independent record company or distributor, or (2) has generated income in excess of $1,000 in a theatrical feature film, a television program or any television or radio commercial released during the Applicable Period or scheduled for release
or exhibition within three (3) months thereafter and actually released or exhibited within such period.

3.4.2. General Reassignment: You shall be entitled to a reassignment of all SCs (together with all copyrights therein) upon our receipt of notice requesting such reassignment as of the end of the accounting period during which occurs the later of (1) our receipt of notice confirming the 20 year anniversary of the expiration of the Term, or (2) our receipt of notice confirming the recoupment of all advances hereunder; provided, you shall have the right at any time after such 20 year anniversary of the end of the Term to repay to us 115% of the then-unrecouped balance.

4. Collection and Division of Income:

4.1. We will be entitled to collect all writer/publisher income (except the writer's share of public performances collected by societies and any other amount normally paid directly to songwriters by a disbursing agent) generated by each SC.

4.2. Royalties/Gross Receipts/Net Income Share:

4.2.1. We shall pay you songwriter royalties with respect to monies received by us in the United States from our exploitation of SCs in accordance with the annexed Schedule "A." In addition to your songwriter royalties, we shall pay you 50% in respect of mechanical royalty income (40% in respect of synchronization income and other) of the "Net Income" from SCs.

4.2.2. As used herein, "Gross Receipts" shall be deemed to be the following:

(A) Except with respect to printed editions, all amounts received by us in the United States in respect of the use or exploitation of SCs by any means, including from licensees, performing and mechanical rights societies and received by way of damages and/or settlements in connection with lawsuits and other proceedings brought with respect to SCs. Our share of amounts collected by our foreign music publishing subpublishers, affiliates, and licensees shall be calculated "at the source" (i.e., as received by them from performing and mechanical rights societies and other licensees) and shall not be reduced by intermediate distribution between various units of our music publishing group.

(B) With respect to printed editions sold in the United States and Canada, "Gross Receipts" shall be the following percentages of the marked or suggested retail list price: (i) 20% for piano/vocal sheet music; (ii) 12.5% for conventional folios (with an extra 5% in the case of a "personality" folio featuring SC’s written or co-written by you together with your name and likeness as a recording artist or for a "matching" folio [(i.e., compositions from a specific album on which you are a featured recording artist together with a replica of the album cover artwork)], and (iii) 10% in the case of so-called "educational" editions (choral, band, guitar, guitar tab, easy piano, orchestral arrangements and other pedagogical editions) and "fake books". In the case of printed editions sold through our in-house mail order program, "Gross Receipts" shall be 50% of each of the above royalties. In the case of printed editions sold by third party print licensees and in respect of income from the rental of orchestral material, "Gross Receipts" shall be 50% of all sums received by us.

4.2.3. "Net Income" is hereby defined as Gross Receipts less:

(A) Your songwriter royalties as prescribed in Schedule "A";

(B) Actual copyright registration fees, the costs of preparing lead sheets and other out-of-pocket administration expenses (excluding general overhead);

(C) Actual out-of-pocket audit, litigation and collection expenses; and

(D) "Demo costs" (approved by both parties in writing) to the extent not recouped from your songwriter's royalties with respect to SCs.

5. Advances: We shall make the following nonrefundable payments, which shall be fully recoupable from your songwriter royalties pursuant to Schedule "A" and your share of Net Income hereunder:
5.1. In respect of the first Contract Year:

5.1.1. $100,000 payable promptly following the full execution of this Agreement; and

5.1.2. $100,000 payable promptly following our receipt of notice from you confirming completion of 50% of your Delivery Commitment;

5.1.3. $50,000 for any one (1) single that is a 100% SC, promptly following our receipt of notice, confirming such SC's position in the Top 5 of Billboard's "Hot 100 Airplay Chart".

5.2. In the event that we exercise a renewal option, an amount (payable 50% promptly following our exercise of the applicable option period and the balance upon our receipt of notice from you confirming completion of 50% of the Delivery Commitment) equal to 66 2/3% of your U.S. mechanical royalties for the immediately preceding Contract Year (including an in-house pipeline calculation), but not less than nor more than the following:

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* less any then-current unrecouped balance provided that in no event shall such advance be reduced to less than $100,000.

6. Warranties and Representations:

6.1 In each instance in which SC’s are delivered to us ("delivery" to include a CD copy and lyric sheet, together with complete writer and publisher splits and society affiliations and written clearance of all so-called "samples" embodied in any SC), you warrant and represent (1) that you own such SC’s and have the right to do so, (2) that such SC does not infringe any third party's rights or violate any applicable criminal statute, including but not limited to such third party's copyright, trademark, servicemark, or right of privacy or publicity, (3) that the SC is not defamatory and (4) that, you and your music publishing designee are and will remain affiliated with ASCAP, BMI, SESAC or another recognized performing rights society. In the event of your failure to so affiliate, for the purpose of preventing loss of income due to such failure, we shall be entitled to claim 100% of the publisher's share with the performing rights society and account to you for income derived therefrom until such time as you formally affiliate and notify us of such affiliation. In each instance in which we provide you with a document which is necessary to vest our rights and/or interests in the SC’s, you shall execute and return such document to us within ten (10) business days following your receipt of same. In the event that you fail to do so we shall be entitled to execute such document.

6.2 Additional Warranties and Representations:

6.2.1. Neither you nor your music publishing designee, nor anyone acting on your and/or your music publishing designee's behalf (A) has received or will receive an advance, loan or other payment from a performing rights society, record company or other third party which is recoupable from or otherwise subject to offset against monies which would otherwise be collectible by us hereunder, (B) is presently subject to any so-called "controlled compositions" clause under a recording agreement or (C) is presently subject to any provision of a recording agreement which would allow a record company to charge any amount against mechanical royalties.

6.2.1.1. Notwithstanding the foregoing, we shall comply with the licensing requirements of the "controlled compositions" clause of any recording or producing agreement into which you have entered into or may enter subsequent to the date of this Agreement, provided such other agreement contains the following:

(A) for "top-line" LPs, the applicable mechanical rate in the United States is not less than 3/4ths of the minimum
statutory compulsory mechanical license rate in effect on the date of initial recording of the first record embodying a specific SC. However, with respect to the digital distribution of records embodying SC’s, the applicable mechanical rate shall not be less than 100% of the then-current rate established by the Copyright Royalty Board;

(B) the per-record maximums are not less than 10 times such rate in the case of full-length records (with your reasonable efforts to secure in such recording agreement payment on 50% of LP-length "free goods"), 3 times such rate in the case of 12" singles, and 2 times such rate in the case of 7" singles or cassette singles;

(C) no advances or other charges under the recording agreement are recoupable from, or capable of being offset against, mechanical royalties in respect of SC’s (with the exception of budget overruns and union late-payment penalties);

(D) accounting provisions providing for the rendition of quarter-annual accountings and payments; and

(E) with respect to all licenses other than mechanical licenses, such licenses shall be subject to rates no less favorable than the then-current rates established by the Copyright Royalty Board.

6.2.1.2. If (and to the extent that) one or more of the standards set forth above is not met, and/or in the event of any recoupment and/or offset pursuant to subsection 6.2.1.1.(C), above, we shall nonetheless calculate our share of income as though such standards had been met and no such recoupment or offset had occurred.

6.2.1.3. In the event that you or any entity acting on your behalf or deriving rights from you (each a "Self-Releasing Entity") directly distributes recordings embodying SCs without the involvement of any record company (or any similar such entity who undertakes the obligation to obtain mechanical licenses and make mechanical royalty payments), such Self-Releasing Entity shall pay mechanical royalties to us on the same terms as set forth in paragraph 6.2.1.1. above.

6.2.2. If any record company to whom you are under contract charges any advances or other amounts against mechanical royalties earned by the SCs or reduces the amount of mechanical royalties otherwise due to you because the mechanical royalties payable with respect to "outside material" embodied in your recordings causes aggregate mechanical royalties to exceed the per-record maximum rates prescribed in the controlled compositions clause of your recording agreement or fails to pay mechanical royalties in respect of all records for which record royalties are payable, then we shall be entitled to (A) send a letter of direction in your name advising such record company of the terms of this paragraph and instructing such record company to re-credit us directly to the same extent (but not to exceed the total amount originally recouped from or charged against mechanical royalties) and (B) reimburse ourselves from any and all monies (including songwriter royalties and/or Net Income share) earned or due hereunder for any amount charged against mechanical royalties.

6.2.3. In the event of a breach of this paragraph 6.2., we shall (in addition to any other remedies available to us) be entitled to reimburse ourselves from monies otherwise becoming due to you or your music publishing designee hereunder to the extent that monies are not collectible by us by reason thereof.

7. Indemnities; Cure of Breaches; Assignment:

7.1. Indemnity: Each party will indemnify the other against any loss or damage (including actual court costs and reasonable outside attorneys' fees) due to a breach of this Agreement by that party which results in a final non-appealable judgment against the other party or which is settled with the other party's prior written consent (not to be unreasonably withheld). If a claim is made against us and/or with respect to any SC, we may withhold a reasonable amount (i.e., an amount reasonably related to the scope of the claim and potential liability including anticipated reasonable outside attorneys' fees and litigation costs) from monies due or to become due to you.

7.2. Cure of Breaches: Neither party will be deemed in breach unless the other party gives notice and the notified party fails to cure within 30 days (15 days in the case of payment of monies) after receiving notice.

7.3. Assignment: We may assign our rights under this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation, to any third party owning or acquiring a substantial portion of our stock or assets, or to any partnership or other venture in which we participate, and such rights may be similarly assigned by any assignee. We may
also assign our rights to any of our licensees if advisable in our sole discretion to implement the license granted. You shall not have the right to assign this Agreement or any of your or Writer's rights hereunder without our prior written consent. Any purported assignment by you or Writer in violation of this paragraph shall be void from the making thereof.

8. Notices/Statements/Consents: Except as expressly provided otherwise herein, any notices shall be sent by certified mail (return receipt requested), registered mail, or by a commercially recognized courier service that provides for reasonable proof of delivery. Statements (and payments, if applicable) shall be sent by ordinary mail to your address. Requests for approvals/consents shall be sent by facsimile or e-mail to you: Where the consent or approval of a party is required, it shall not be unreasonably withheld and shall be deemed given unless the party whose consent or approval has been requested delivers notice of nonconsent or disapproval to the other party within fifteen (15) days after receipt of notice requesting such consent or disapproval.

9. First Negotiation Right/Matching Right:

9.1. You shall not sell, transfer, assign or otherwise dispose of or encumber any of your interests in the SCs either during the Term of this Agreement or within 2 years thereafter without first according to us a "First Negotiation Right" and a "Matching Right" in each instance.

9.2. "First Negotiation Right" - prior to negotiating with any party, relating to the rights concerned you shall give us notice and negotiate with us exclusively for a period of no less than thirty (30) days (unless we send you a notice waiving such period).

9.3. "Matching Right" - no party other than us will be granted the rights to purchase or, as applicable, exploit the assets or rights concerned unless (a) you first send notice to us specifying all of the material terms of the offer and the identities of all parties and furnish to us a copy of the offer, and (b) you offer to enter into an agreement with us containing the same terms described in your notice. If we do not accept your offer within fifteen (15) business days after our receipt, you may then enter into that proposed agreement with the parties referenced in your notice.

10. Law and Forum: This Agreement has been entered into in, and is to be interpreted in accordance with the laws of, the State of California. All actions or proceedings seeking the interpretation and/or enforcement of this Agreement shall be brought only in the State or Federal Courts located in Los Angeles County all parties hereby submitting themselves to the jurisdiction of such courts for such purpose.

Very truly yours,

MUSIC PUBLISHER

By: _________________________
President

AGREED AND ACCEPTED:

_____________________________
SONGWRITER
SCHEDULE "A": WRITER ROYALTIES

(1) Print

(A) U.S. and Canada paid on net sales of editions manufactured and sold by us or by our subsidiaries: (i) piano/vocal sheet: 7 cents; (ii) piano/vocal folios: 12 1/2% of wholesale; (iii) "Personality" folios (featuring Writer's name and likeness as a featured recording artist) or "matching" folios (featuring album-cover artwork and songs from specific album featuring Writer): an additional 5% of wholesale; (iv) "Fake books", "educational editions" (choral, band, guitar, guitar tab, easy piano, orchestral arrangements and other pedagogical editions) and other printed editions not otherwise expressly provided for in this Agreement: 10% of wholesale. In-House Mail Order: 50% of the above royalties (as applicable).

(B) Outside the U.S. and Canada: 50% of Gross Receipts.

(2) Mechanical Royalties: 50% of Gross Receipts.

(3) Performance Royalties: if collected directly by us and not through a society: 50% of Gross Receipts.

(4) Foreign Income: 50% of Gross Receipts.

(5) Other Income: 50% of Gross Receipts (as applicable); provided, that Writer shall not be entitled to receive any portion of any amount received by us from a source which pays Writer an equivalent amount directly (e.g. distributions from a performing rights society).

(6) Demo Costs: To the extent approved by both parties, we shall pay for the cost of making demonstration records of the SCs. One-half (1/2) shall be deemed additional advances to Writer hereunder.

Above royalties to be prorated where only part of a composition is subject to this Agreement.