

SUNDAWG RECORDS CONTRACT

This agreement is entered into this ____ day of _____, 2008
between Sundawg Records, LLC, an Arizona Limited Liability Company
("Sundawg") and _____, who performs and records under
the name _____

For good and valuable consideration, the receipt and sufficiency of
which is acknowledged, the parties agree as follows:

1. Sundawg agrees to manufacture, market, promote and re-release an existing album titled _____ written and produced by _____.
2. Sundawg will manufacture, produce, promote and distribute a new Album and DVD during the term of this contract, provided _____ timely provides new songs to Sundawg as provided herein.
3. _____ will submit the existing tracks to Sundawg on or before _____ to be used for reproduction, marketing and distribution. _____ will also provide at least ten new songs to Sundawg, on or before _____, for use in the production of a new album.
4. Grant of Rights

- a.) The exclusive right to manufacture and sell phonorecords of the Masters For the purpose of this Agreement, the term "**phonorecords**" shall mean all linear and non-interactive formats of audio-only recording and reproductions, and whether analog, digital, or some other manner of reproduction, now known or later developed, that are manufactured and sold, and include without limitation phonograph records, magnetic record tape in cartridges, cassettes, or otherwise, compact discs, sound cards, laser-read digital technology, and their respective technological successors, and any other audio-only medium or device now known or later developed, used to reproduce or transmit

Artist's performances.

b.) The exclusive mobile distribution rights (“**Mobile Rights**”) for the to distribute digital audio data which is converted from the Masters to cellular phone subscribers via transmission over the internet for the purpose of using the same as a ringtone for cellular phones and any other mobile communicating terminal device in part or in full
Without limiting the generality of the foregoing, Sundawg shall specifically have the right to authorize others to distribute the Masters via all digital mobile communicating terminal delivery methods, and to collect, administer and distribute royalties and other earning derived from such uses.

c.) The Exclusive digital distribution rights (“**Digital Rights**”) of digital audio data of the Masters to distribute the Masters for all digital delivery methods, and to collect, administer and distribute royalties and other earning derived from such uses.
Digital Rights” shall be deemed to include: all transcriptions, duplications, encoding or any other method, now known or hereafter devised, which can now or may be used in the future to duplicate the said performances/recordings of Masters stated herein with specific emphasis being on but not limited to, digital distribution media and automated retailing systems to distribute music product and particularly the stated recordings/performances of Masters, and to include digital distribution through any and all methods of digital distribution, including without limitation by way of digital phonorecord deliveries and digital transmissions (including without limitation direct delivery to the consumer via broadcast, cable, telephonic, Internet or satellite transmissions now or hereafter known). Without limiting the generality of the foregoing, Sundawg shall specifically have the right to authorize others

d.) Subject, in each instance, to mutual agreement, the right to grant non-exclusive synchronization and performance licenses for the use of the Masters in motion pictures and television films and video productions produced

e.) Subject, in each instance, to mutual agreement, the right to release any single, compilations or any other abridgment or altered version of any of the Masters. For the avoidance of doubt, absent of such approval, the only version herein expressly authorized for Sundawg to release is an exactly CD version as delivered hereunder.

f.) Owner grants to Sundawg the exclusive right to reproduce cover art in connection with the promotion of the Album. If it deems to be necessary in its business judgment, Sundawg shall have the right to develop and use additional liner notes for the local marketing purpose. In such event, Sundawg shall obtain Owner's consent, such consent not to be unreasonably withheld

g.) During the term of this Agreement, Sundawg shall have the right to use the name, approved likeness and approved biography of Artist, in Sundawg’s marketing advertising, promotion, and publicity of the phonorecords of the Masters

h.) During the term of this Agreement, Sundawg shall have the right to First Right Of Refusal / First Option for all Masters of future Compositions performed by **COMFORT FOR CHANGE** which Owner, or other entities owned and controlled by Owner, owns or controls

Warranties; Indimnities

(a) **Owner's Warranties.** Owner warrants that: (i) it is free to enter into and perform this Agreement and is not and shall not be under any disability or restriction, contractual or otherwise, with respect to the commitments made by it under this Agreement; (ii) it has the authority to grant Sundawg the rights identified in Section 2 of this Agreement to commercially exploit the Masters; (iii) it will not do anything to interfere with Sundawg's rights under this Agreement; (iv) none of the Masters recorded, their contents, including the underlying compositions (the "**Compositions**"), or Sundawg's exploitation of the Masters shall interfere or infringe under common law or statutory law with any of the rights of any other party, including without limitation, contract rights, copyrights and right of privacy; (v) Artist and Owner are under no restriction with respect to the Compositions or the Masters based on any previous recording contracts or other agreements between Artist or Owner, and any other party, or otherwise; (vi) the Masters delivered by Owner to Sundawg under this Agreement shall be and shall for the Term (including sell-off period) hereof remain free of all liens, encumbrances and the claims of any other party. Owner shall be responsible for making payment to any other claimant of the royalties paid to it by Sundawg under this Agreement, and acknowledges that Sundawg shall have no responsibility to make any royalty payment for the Masters licensed hereunder to any person or entity other than Owner; and (vii) Album will contain two (2) Japan exclusive bonus track as detailed in the Exhibit.

(b) **Licensee's Warranties.** Sundawg warrants that: (i) it is free to enter into and perform this Agreement and is not and shall not be under any restriction, contractual or otherwise, with respect to the commitments made by it under this Agreement; (ii) it will not do anything to interfere with Owner's rights under this Agreement; and (iii) it will not encumber or cause liens or other claims to be made against the Masters.

(c) **Indemnity.** Either party (the "**Indemnifying Party**") further agrees to indemnify, save and hold the other party harmless from any costs, expenses, attorneys' fees, losses or damages, arising out of or connected with any claim by any third party that is reduced to final judgment or settled with the Indemnifying Party's consent (not to be unreasonably withheld), and that is inconsistent with any of the warranties or representations made by the Indemnifying Party in this Agreement. The Indemnifying Party will reimburse the other party on demand for any payment made by the other party arising out of the foregoing indemnity.

Notices

Sundawg agrees it will cause Owner's name and trademark to be printed on each copy of

the Masters that may be sold by Sundawg as identified in Exhibit. All such copies also will bear the copyright notices used on previous releases of those Masters. In addition, Sundawg may add the name and trademark of Sundawg to the packaging artwork for the phonorecords of the Masters.

Royalties

5. During the term of this Agreement, Sundawg and _____ shall be compensated for their services as follows:
 - a.) Sundawg shall receive sixty percent of total revenue earned from the sale of _____ CD's and DVD's, sales of rights to songs, and income from merchandise, such as posters and shirts produced and distributed by Sundawg.
 - b.) _____ shall receive forty per cent of total revenue earned from the sale of _____ CD's and DVD's, sale of rights to songs and income from merchandise produced and distributed by Sundawg.
 - c.) All revenues received from CD, DVD and merchandise sales, sales of rights to songs written by _____ and income from personal appearances shall be maintained in a separate Sundawg account. _____ share of the revenues will be distributed as soon as practicable. The account shall be subject to review and audit by _____ at reasonable times.
 - d.) _____ will become a member of Sundawg Records, LLC, and shall receive a right to one and one half percent of the after tax profits of Sundawg. If _____ terminates his relationship with Sundawg, the profit participation will end as of the date of such termination.
6. This agreement shall have a term of two years, beginning _____. The parties may, upon mutual consent, reopen the contract to modify the terms. Such re-openers shall not be more frequent than every six months. If the agreement is terminated, and a successor agreement is not entered into between Sundawg and _____, Sundawg will retain the right to sell the remaining inventory of CD's, DVD's and merchandise on hand as of the termination date, and to

distribute the profits from those sales sixty per cent to Sundawg and forty per cent to _____.

7. If, during the term of this agreement, _____ wishes to enter into a contract with a new record company, he will first give notice to Sundawg, which will have first right to match the terms and conditions of the offer. If Sundawg is unable or unwilling to match the offer, Sundawg will release Wiley from this agreement in exchange for fifteen per cent of the total artist income earned by _____ during the remaining term of this agreement.

Additional Restrictions and agreements

(a) **Reasonable Efforts.** Sundawg will exercise its reasonable efforts to promote, market, and sell the Masters in the Territory.

(b) **Sample Copies.** Promptly after initial pressing and printing, Sundawg shall provide Owner with Thirty (30) free copies of each configuration of phonorecords and packaging as released by Sundawg. Sundawg shall use reasonable efforts to strive to maintain the same standard of manufacturing quality as Sundawg generally maintains. Owner shall be entitled to purchase from Sundawg further copies at a discount of 50% off the SLRP.

(c) **Providing Masters.** Owner agrees at Sundawg's expense to deliver the Masters and album art color negatives to Sundawg in the form of duplicate tape recordings and color negatives of suitable quality for use in the production of phonorecords and album packaging at the cost price plus expenses incurred for packaging and shipping. At the time of such delivery, Owner also shall supply Sundawg with the names of the author, composer and publisher of all Compositions and Masters together with any additional relevant copyright information known to Owner.

(d) **Advertising.** Sundawg agrees to aggressively advertise the phonorecords of the Masters.

(e) **Sequencing.** The phonorecords released hereunder shall be released in their entirety and without alteration of any kind, including editing, re-editing, and in the manner and for the purpose originally recorded by or for Owner and delivered by Owner to Sundawg hereunder, unless Owner otherwise consents in writing, such consent not to be unreasonably withheld.

(f) **Tours.** Sundawg will cooperate with and provide Owner with promotional

or other possible assistance when Owner is engaged in tours.

Enforcement of Copyright

Owner authorizes and vests Sundawg and its sublicensees, at Sundawg's expense, with the right to enforce and protect all of the rights to the Masters licensed under this Agreement in the name of Owner or otherwise, and if necessary, to join Owner and such others as Sundawg deems advisable in any suit or proceeding concerning the enforcement of such rights. Any recovery made by Sundawg against an infringer after deduction and reimbursement to Sundawg of all costs incurred in connection with such proceedings shall be divided equally between Owner and Sundawg.

8. Termination of this contract is applicable only by mutual agreement of Sundawg and _____.
9. This agreement shall be construed under Arizona law.

Dated this _____ day of _____, 2008

SUNDAWG RECORDS, LLC

By _____

Its _____
