

EXCLUSIVE PRODUCER AGREEMENT

Employer: Your Name or (CardHolder / Payer's Name)

Producer: Logwood Productions

1. ENGAGEMENT:

Producer shall perform Record production services and produce a Master for inclusion, at Employer's election, on a Record of the artist known. Production of the Master shall take place at dates and times to be mutually agreed upon by Employer and Producer.

2. RECORDING PROCEDURE:

Recording sessions for the Master will be conducted by Employer at Employer's sole cost and expense. Employer shall pay all Recording Costs of the Masters recorded hereunder as and when due. Producer shall deliver to Employer upon completion, a fully mixed, edited, and equalized Master (including but not limited to a final two-track equalized tape copy, CDR or digital audio tape (DAT)) commercially satisfactory to Employer for use on a record ("Record"), and all original and duplicate Masters of the music, lyrics and all other material recorded. Producer shall act diligently in completion of the Master. All songs recorded hereunder shall be listed and attached to this Agreement as Schedule "A" List Of Songs.

3. COMPENSATION:

Employer shall pay Producer the following for Producer's services listed in this Agreement:

(a) A payment of one hundred and fifty United States Dollars (\$149.99 USD) for each beat / instrumental / song to be created, produced and recorded by Producer specified in attached Schedule "A" List Of Songs.

(b) In addition to the fee set forth in 3a. Producer shall also receive an amount equal to four percent (4%) of the Suggested Retail List Price of any Record in which the Master(s) is/are embodied on divided by a fraction, the numerator of which shall be the number of Masters produced by Producer appearing on any Record embodying the Masters and the denominator of which shall be the total the number of all royalty bearing masters appearing on the Record.

(i) Notwithstanding the foregoing, Producer's royalties payable hereunder shall be calculated in the same manner as Employer's royalties are calculated under Employer's recording agreement ("Recording Agreement") with Artist's record company ("Record Company") with respect to the Master(s) recorded hereunder and released by Record Company. Producer's royalties shall be subject to the same reductions, deductions, exclusions and category variations as is Artist's royalties under Artist's Recording Agreement with Record Company; and shall be paid at the same time as Employer is paid by Record Company pursuant to the Recording Agreement. Producer shall not be paid any monies in respect of any exploitation of the Master for which Artist is not paid royalties, accordingly, no royalties shall be payable to Producer hereunder unless and until all Advances under this Agreement or Artist's Recording Agreement or third party recording or distribution agreement, shall have been recouped. As used herein, the term "Advances" shall refer to the following sums but only to the extent such sums are recoupable by me or a royalty paying third party: (a) all recording and mastering costs incurred with respect to the Master, (b) all costs incurred with respect to production of the audio-visual recordings with respect to the master, (c) all artwork costs associated with the Master; (d) all costs for so-called tour support and (e) payments to Producer, and (f) any other costs incurred under this Agreement for recording and manufacturing, promoting, creating and selling the Master.

(ii) Employer shall account to Producer, on a semi-annual basis and pay royalties to Producer, if any, within thirty (30) days of the end of each semi-annual period beginning December 31 and

June 30. Employer shall send such accounting with payment, if any, to Producer at Producer's address listed below. In the event Producer's address changes, Employer shall have no obligation to send the accounting and royalty payment to any other address until Producer shall give to Employer in writing such new address.

c) Whenever the Master(s) produced hereunder are coupled with other master recordings on phonograph records or other devices, Producer's royalty rate under this Agreement shall be computed by multiplying our otherwise applicable royalty rate by a fraction, the numerator of which is the sum of selections contained on the Master(s) and a denominator of which is the total number of master including the Master(s) embodied in the record or other device.

d) Employer shall not be held accountable for payment of any royalties owed to Producer, unless Employer's sales containing Master(s) specified in this agreement exceeds twelve thousand (12000) units, in which at that time Producer shall be compensated accordingly for prior units sold and thereafter.

4. RIGHTS IN RECORDING: Each Master made under this Agreement, from the inception of recording, will be considered a work made for hire for Employer, if any such Master is deemed not to be a work made for hire, all rights, title and interest in the Master which are attributable to the Producer's participation in its authorship will be deemed transferred to Employer by this Agreement and this Agreement may be filed with the Register of Copyright as an official transfer of copyright if such be necessary. All Masters made under this Agreement, from the inception of recording and Records derived there from shall be the sole property of Employer, free from any claims whatsoever by Producer or any other person; and Employer shall have the exclusive right to claim ownership of and register the copyright to those Masters in his name as the owner and author of them and to secure any and all renewals and extensions of such copyright throughout the world.

5. NAMES & LIKENESS: Employer shall have the world wide right in perpetuity to use and to permit others to use Producer's name, (both legal and professional, and whether presently or hereafter used by the Producer), likeness, other identification, and biographical material concerning the Producer for purposes of trade and otherwise without restriction in connection with the Masters recorded hereunder, the Records derived therefrom.

6. CREDIT: Employer shall provide Producer with five (5) copies of the completed Records within thirty (30) days after manufacture of the Record. Employer shall give Producer appropriate production and songwriting credit on all compact discs, records and cassette labels or any other record configuration manufactured which is now known or created in the future that embodies the Masters created hereunder and on all cover liner notes. Such credit shall be in substantial form: "beat / instrumental produced by Logwood Productions". In the event that the Employer fails to provide credit, the Producer will provide the Employer with written notice, and the Employer will correct the credit immediately, and on all future pressings.

7. MUSICAL COMPOSITIONS ("Songs")

Producer shall be considered the author of the music recorded on the Masters recorded hereunder which are written or composed by Producer, in whole or in part, alone or in collaboration with Employer or with others. Such ownership percentage shall be accorded to Producer in accordance with Producer's percentage of authorship based on the copyright laws of the United States and as set forth on Schedule "A" attached hereto. Appropriate credit as a song writer and author of the music showing author's performance right society affiliation shall be given to Producer based on the songs produced and created under this Agreement. If Producer is the sole writer of the music produced under this Agreement, then Producer shall have the right to prepare and file copyright registration forms for the music produced under this Agreement. Producer shall provide Employer with a copy of the filed registration form upon receipt by Producer of the filed form from the Copyright Office. Employer shall have the right to incorporate

lyrics with the music created hereunder to create a new song ("New Song") and Employer shall have the right to give the New Song a new title and register the New Song for copyright, providing Producer the copyright credit in the music in the New Song as set forth in this Agreement. Employer shall have sole administration rights to the music created under this Agreement and administration of the music or the New Song will be through Employer's publishing designee. Producer shall not have the right to license the music to any third party without the written consent of Employer. Any licensing of the New Song to a third party by Producer, shall be administered solely by Employer or Employer's publishing designee.

8. MECHANICAL LICENSING AND ROYALTIES:

(a) All musical compositions or material recorded pursuant to this Agreement, which are written or composed, in whole or in part, or owned or controlled directly or indirectly by Producer (herein "Controlled Compositions"), shall be and are hereby perpetually licensed to Employer for the United States and Canada at a royalty per selection equal to Seventy-five (75%) percent of the mechanical statutory per selection rate (with regard to playing time) effective on the date of initial U.S. commercial release of the masters concerned hereinafter sometimes to be referred to as the "Per Selection Rate". Notwithstanding the foregoing, with respect to foreign sales, the royalty per selection shall be equal to Seventy-five (75%) percent of the minimum statutory mechanical royalty rate as established by the mechanical rights society having jurisdiction over the territory in which records are manufactured.

9. DEFINITIONS:

(a) "Record(s)" shall mean and include without limitation all forms of recording and record reproduction by which sound may be fixed, embodied, or recorded by any method now known or later developed, for any and all public or commercial uses including magnetic recording tape, compact disc, laser disc, film, electronic video tapes or recordings, and any other medium or device now known or later developed.

(b) "Master" shall mean every recording of sound, whether or not coupled with a visual image, by any method and on any substance or material, whether now or hereafter known, which is used or useful in the recording production and/or manufacture of Records.

(c) "Recording Costs" shall mean all direct expenses paid or incurred in connection with the production, mixing and mastering of the Master including but not limited to studio rentals, tape, engineering, editing, instrument rental, and mastering, any per diems of any other person rendering services in connection with the recording of the Masters.

10. WARRANTIES:

Producer hereby warrants that the Master shall be entirely the property of Employer, free of any claims whatsoever by Producer or any person deriving any rights or interest from Producer. Producer warrants it is the sole owner of the performances on the Masters and/or have been granted all rights associated with the recording of the music embodied on the Masters and hereby have the right to grant the terms of this Agreement. The songs and performances embodied in the Recordings, and any use thereof by Employer or its grantees, licensees, or assigns, will not violate or infringe upon the rights of any third party. Producer warrants it has secured all proper licenses for the right to perform and record all or any part of the performances or recording embodied on the Master for the use of a song or recording appearing in the Master from a "sample", an "interpolation" or a "replay". If Producer has not secured such right, then Producer has notified Employer and Employer has agreed in a separate writing to secure such rights. Producer agrees to indemnify and hold harmless Employer, its officers, agents, employees, attorneys and assignees, from and against any and all claims, damages, liabilities, costs and expenses including but not limited to attorney's fees, arising out of any breach of any representation, warranty, term or agreement made or to be performed by this Agreement.

11. ENTIRE AGREEMENT:

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement,

shall be binding upon either party unless confirmed by a written instrument signed by either party or their agent.

12. JURISDICTION: This agreement shall be construed in accordance with the laws of the State of New York. Any dispute arising under this Agreement shall be filed in a court in New York, NY.

13. INDEPENDENT CONTRACTOR: Producer hereby acknowledges and agrees that Producer's services are being provided hereunder as an independent contractor. Accordingly, and pursuant to Producer request Employer shall not withhold, report or pay withholding taxes with respect to the compensation payable hereunder.

"Withholding taxes" shall include, without limitation, federal and state income taxes, federal and state income taxes, federal social security tax, and unemployment insurance tax.

By: _____

An authorized Signatory

Schedule "A" List of Songs:
"Denim Rags Instrumental"

Producer's writing credits/splits for PRO registration (New Song)

Greame Samuels(BMI)	18%
Nigel Roberts(BMI)	16%
Silas Carty(BMI)	16%

Publisher's splits for PRO registration (New Song)

Logwood Productions Stratical(BMI)	50%
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