MECHANICAL RIGHTS LICENSE

Date: _____________________

Gentlemen:

We control the mechanical rights in the musical work, which was not copyrighted and published prior to January 1, 1978; described below:

Title: __________________________________________________________

Music by: _______________________________________________________

Words by: _______________________________________________________

We hereby grant you a non-exclusive license to use the words and/or music of the said musical work substantially in their original form in the recording, manufacture and distribution of phonograph records in the United States of America, conditioned upon (1) the prompt payment to us of a royalty computed in accordance with the following schedule on each and every record manufactured, distributed or otherwise marketed by you and (2) the rendering to us of quarterly itemized statements within forty-five days of the close of each calendar quarter of all such royalties so computed, accompanied by check payment of the same in full.

The royalties paid shall be 6.25¢ per side.

The word "side" as used in this agreement means one side of a disc type C.D., cassette, or the equivalent thereof having a continuous, uninterrupted playing time of not more than three and one-half minutes. This license is non-transferable, does not convey or grant any right of public performance for profit, is limited to the recording specified below, constitutes the entire agreement between us, shall be binding upon both you and our successors, assigns and legal representatives and may be cancelled by us at any time upon your failure to pay to us the royalties provided for above.

RECORDING MASTER NO. RECORD NO. ARTIST RELEASE DATE

______________________________

APPROVED AND AGREED TO:                   Yours very truly,

BY:______________________________________   BY:______________________________