

RECORDING CONTRACT

This Agreement entered into by and between **Andrew McPherson** hereinafter referred to as Writer and HillTop Records, Inc., hereinafter referred to as Manufacturer:

1. This Agreement refers to a musical composition by Writer and entitled: **CUTTING EDGE OF LIFE**. Writer warrants that the musical composition is original with Writer and does not violate nor infringe upon the copyright of any other person.
2. Manufacturer agrees to record the above composition and furnish to Writer 2 (two) audio cassette tapes of professional quality.
3. Manufacturer agrees to furnish to Writer 2 (two) professional lead sheets (melody, chords and words) of the above composition.
4. If the above composition is words only, Manufacturer agrees to put those words to music, and Writer is the sole owner of the finished song (words and music).
5. Manufacturer reserves the right to make any changes or revisions in either words, music, or both, which Manufacturer believes necessary to improve the song for recording.
6. Manufacturer agrees to record the above composition in the style and/or tempo as indicated below by Writer. Writer must be very specific as to style and/or tempo. If style and/or tempo is not indicated, our arrangers will use their professional judgment. Style and/or tempo: _____
7. Writer agrees to pay Manufacturer the sum of \$324.00 for all the above services, payable upon Writer's signing of this Agreement. Payment may be made in full or \$49.00 down and the balance in 5 (five) consecutive monthly payments of \$55.00 with no finance charge or interest on deferred payments. Failure to make 2 (two) or more consecutive monthly payments will place the Writer in default, and this contract will be subject to cancellation. A \$10 late fee will be assessed on payments 14 (fourteen) days past due. A \$20 fee will be charged for returned checks.
8. Manufacturer agrees to begin work on above composition within 5 business days of receipt from Writer of signed contract and first payment. Manufacturer further agrees that all arranging and recording of above composition shall be completed within 45 days from receipt of final payment.
9. Writer agrees that any balance due for the recording of the above composition will be paid before the master recording session is held, and failure to pay the balance will not entitle the Writer to a refund of any monies paid.
10. It is mutually agreed that Writer retains full ownership of the composition and is free to enter into other contracts with other companies. It is, therefore, mutually understood that this Agreement does not constitute a joint venture nor a partnership between the parties hereto.
11. This contract offer is valid for a period of one year from the date of the contract. After one year, this contract offer becomes null and void.
12. The performance of all promises made in this contract by Manufacturer shall fully complete their part of the Agreement.

PLEASE READ BEFORE SIGNING:

I state that my financial condition warrants my participating in this Agreement, and that as a Writer I am fully aware that only a small percentage of all songs written become "hits." It follows that I am aware that songwriting is a high risk venture and that nothing in this contract or any other matter presented to me by HillTop Records is regarded by me as a guarantee that my song will earn a profit. However, I do expect HillTop Records to fully execute the above Agreement, favorable to our mutual benefit.

This Agreement is made and shall be governed by the Laws of the State of California. In order to conform to California Law, persons under 18 years of age accepting the terms of this contract must secure a parent signature. This Agreement shall become effective upon receipt by HillTop Records at the office of HillTop Records in Los Angeles, California.

SIGNED AND AGREED:



Writer(s) Signature



Date



Tom Hartman, Executive Producer
HillTop Records, Inc.

July 22, 2004

Date



1777 No. Vine Street, Ste. 411
Hollywood, CA 90028

RETURN SERVICE REQUESTED



07017+2209 49

