

DEVELOPMENT MONEY INVESTMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____, _____ by and between _____ ("Investor") and _____ ("Record Company").

The parties hereby agree as follows:

1. INVESTMENT CONSIDERATION:

Investor agrees to invest with Record Company the sum of \$ _____ Dollars (\$ _____) concurrently with execution of this Agreement and an additional \$ _____ within _____ days of the execution of this Agreement. Record Company shall use said sum for development, pre-production, production and post-production, manufacturing, promotion and marketing of a master recording album presently titled " _____ " ("Master Recording") by the recording artist professionally known as _____ ("Artist") presently signed to Record Company's record label.

2. USE OF CONSIDERATION:

Record Company may use the funds specified in Clause 1, above, for the following expenses: _____

(or no Restrictions on use of the funds).

3. COMPENSATION:

Investor shall receive from Record Company _____ % of Record Company's share of net profits earned from the sale of the Master Recording in all mediums in which the Master Recording is exploited in whether such medium is now known or created in the future. Investor shall have no rights to share in profits in Record Company or profits derived from any other artist on Record Company nor have any right to profits generated by the sale of future Master Recordings recorded by the Artist except as expressed in this Agreement.

4. NET PROFITS:

The Investor's percentage of the Record Company's share of net profits as specified in Clause 3, above, shall be calculated as follows:

- (a) Record Company's production fees for production services, if any, shall be included as expenses in determining net profits;
- (b) The Investor's percentage shall be out of the percentage of net profits in which the Record Company shares (i.e. Investor % is based on same profits which Record Company's profits are based on with any third party).
- (c) Profit participations to third parties which are payable from the Record Company's share of the net profits shall be paid by the Record Company and