

Benjamin Bendeth, Jason Fink, Jeremy [redacted] and Mark [redacted] [redacted]
individually and collectively professionally known as "Breaking Benjamin"
c/o [redacted] [redacted] [redacted], Esq.
Serling Rooks & Ferrara
254 W. 54th Street
14th Floor
New York, NY 10019

Dated As of October 15, 2003

[redacted] ment, LLC
16101 Ventura Boulevard, Suite 325
Encino, California 91436-2500

Re: David Bendeth t/p "Breaking Benjamin"

Dear Mr. Bendeth:

This letter when signed by you ("you" or "Producer") and us ("us" or "Artist") shall constitute our agreement with respect to Producer's producing and mixing, and your delivery to us, of up to fourteen (14) master recordings, (the "Masters"), embodying our performances for possible inclusion on the next studio album (the "Album"), records derived therefrom and other exploitations thereof, to be delivered to Hollywood Records ("Record Company") under the recording agreement between Record Company and us dated as of February 26, 2002, as modified and amended (the "Recording Agreement"). All capitalized terms used but not defined herein shall have the same meaning as in the Recording Agreement.

1. Services:

(a) Commencing on or about October 15, 2003, you will commence producing, engineering and mixing the Masters. Producer's services hereunder shall be nonexclusive, but on a first-priority basis to Artist until such time as Producer's services have been fully performed. Artist and you shall mutually designate the times and places of all recording sessions, accompanying artists (vocal and instrumental) to perform at such recording sessions and other creative and technical personnel to be utilized. You will deliver fully edited stereophonic Masters to us and/or Record Company (as requested) that are in accordance with the delivery standard set forth in the Recording Agreement on a date to be mutually determined by you and me.