

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

FAHEEM RASHEED NAJM p/k/a "T-PAIN,")	
)	Civil Action No.
Plaintiff,)	
)	<u>COMPLAINT</u>
v.)	
)	Plaintiff Demands a Trial By Jury
KONVICT ENTERTAINMENT, LLC)	
)	
Defendant.)	

Plaintiff Faheem Rasheed Najm p/k/a "T-Pain," by his attorneys, Reitler Kailas & Rosenblatt LLC and Keniley Kumar LLC, as and for his complaint against Defendant Konvict Entertainment, LLC alleges as follows:

PARTIES

1.

Plaintiff Faheem Rasheed Najm, professionally known as "T-Pain" ("Plaintiff" or "T-Pain") is an individual who is a resident and citizen of the State of Georgia.

2.

Upon information and belief, Defendant Konvict Entertainment, LLC. ("Defendant") is a limited liability company organized and operating under the laws of the State of Georgia with offices for the conduct of its business located at 3475 Lenox Road, Suite 710, Atlanta, Georgia 30326 and whose registered agent is Eresidentagent, Inc. whose address is 2000 Riveredge Parkway, Suite 885, Atlanta, Georgia 30328

JURISDICTION AND VENUE

3.

This Court has jurisdiction of this as the Defendant's principal place of business and its registered agent are both in Fulton County.

4.

Venue and personal jurisdiction are also proper pursuant to paragraph 22.07 of a written recording agreement entered into between the parties dated as of July 2005 (the "Recording Agreement"), whereby the parties agreed to the exclusive jurisdiction of this Court over this action. A copy of the Recording Agreement is annexed hereto as **Exhibit "A"** and is incorporated by reference herein and made a part hereof.

BACKGROUND

5.

Plaintiff T-Pain is a popular rapper and professional recording artist.

6.

In or about July 2005, T-Pain entered into the Recording Agreement with Defendant.

7.

Pursuant to the Recording Agreement, T-Pain agreed to record and to perform all services in connection with the production of master recordings, which were to be owned by Defendant, and Defendant agreed to fund, make and distribute the sound recordings of such masters embodying T-Pain's musical performances (the "T-Pain Masters") and account to T-Pain for the commercial exploitation of the T-Pain Masters.

8.

The term of the Recording Agreement was for an initial period commencing upon the date of the Recording Agreement and continuing until the later to occur of either: (a) twelve (12) months from the date of the Recording Agreement, or (b) nine (9) months after the

last day of the month following the initial commercial release in the United States of the first album required to be delivered in fulfillment of T-Pain's recording commitment under the Recording Agreement (the "First Contract Period").

9.

Defendant then had five (5) separate and successive options to extend the term of the Recording Agreement for a further contract period (each a "Contract Period"), with each such Contract Period commencing upon the expiration of the immediately preceding Contract Period and continuing through the later of: (a) twelve (12) months from the commencement of the particular Contract Period, or (b) six (6) months after the last day of the month in which Defendant commercially released the album made in fulfillment of T-Pain's recording commitment for that Contract Period.

10.

Pursuant to paragraph 3 of the Recording Agreement, T-Pain agreed to record and deliver master recordings sufficient to constitute one (1) album during each Contract Period.

11.

Pursuant to paragraph 8 of the Recording Agreement, Defendant was obligated to pay T-Pain an advance for each such album delivered by him to Defendant.

12.

Defendant was further obligated, pursuant to paragraph 9 of the Recording Agreement, to pay T-Pain royalties in connection with the commercial exploitation of the albums and the master recordings contained thereon.

13.

Per paragraph 10 of the Recording Agreement, Defendant was to provide T-Pain with semi-annual statements of royalties due to T-Pain in connection with the commercial exploitation of the albums and master recordings, together with the payment of such royalties.

14.

T-Pain delivered his debut studio album entitled “Rappa Ternt Sanga” (the “First Album”) to Defendant, and such album was commercially released on December 6, 2005.

15.

Thereafter, Defendant exercised its option for a second Contract Period in accordance with the Recording Agreement.

16.

T-Pain’s delivered his second album, titled “Epiphany,” (the “Second Album”) to Defendant in accordance with the Recording Agreement.

17.

The Second Album was commercially released on June 5, 2007.

18.

In or about July 2007, T-Pain agreed to amend the Recording Agreement (the “July 2007 Amendment”). A true and correct copy of the July 2007 Amendment is annexed hereto as **Exhibit “B.”**

19.

In accordance with the Recording Agreement and the 2007 Amendment, Defendant exercised its option for a third Contract Period.

20.

T-Pain delivered a third album, “Three Ringz” (the “Third Album”), to Defendant, and the Third Album was commercially released in November 2008.

21.

Defendant thereafter exercised its option for a fourth Contract Period.

22.

T-Pain’s fourth album, entitled “Revolver” (the “Fourth Album”), was delivered to Defendant in accordance with the Recording Agreement.

23.

The Fourth Album was commercially released on December 6, 2011.

24.

On August 9, 2012, Defendant exercised its option for a fifth Contract Period.

25.

T-Pain delivered his fifth album, entitled “Oblivion” (the “Fifth Album”), to Defendant, and the Fifth Album was commercially released on November 17, 2017.

26.

Per paragraph 8.02 of the Recording Agreement and paragraph 2 of the 2007 Amendment, Defendant was obligated to pay and/or cause the payment of an advance to T-Pain in connection with each of the albums delivered by T-Pain to Defendant under the Recording Agreement.

27.

Defendant paid and/or caused T-Pain to be paid the advance due in connection with the First, Second, Third, and Fourth Albums.

28.

Per paragraph 8.02 of the Recording Agreement and paragraph 2 of the 2007 Amendment, Defendant was obligated to pay and/or cause the payment of an advance to T-Pain in connection with his Fifth Album in an amount not less than \$200,000 and not more than \$400,000 (the “Fifth Advance”).

29.

Per paragraph 2 of the 2007 Amendment and 8.02(c)(ii) of the Recording Agreement, 50% of the Advance was payable to T-Pain “promptly after commencement of recording” the Fifth Album, with the “balance of the Advance” due “promptly after Delivery of that Album.”

30.

T-Pain never received the Fifth Advance even though the Fifth Album was recorded and delivered.

31.

Moreover, and in material breach of the Recording Agreement, with the exception of one royalty statement for the period July 1, 2014 through December 31, 2014, which was not accompanied by any payment despite showing that royalties were due, Defendant failed to provide semi-annual accountings and royalty payments to T-Pain as it was required to do under paragraph 10 of the Recording Agreement, as amended.

32.

By letter dated November 28, 2017 sent via certified mail, return receipt requested, and in accordance with paragraphs 21 and 22 of the Recording Agreement, counsel for T-Pain gave notice to Defendant of its failure to (i) pay, or cause to be paid, the Fifth Advance

pursuant to paragraph 8.02(b) of the Recording Agreement, and (ii) render semi-annual royalty accountings and payments to T-Pain pursuant to paragraph 10.01 of the Recording Agreement. A true and correct copy of the July 2007 Amendment is annexed hereto as **Exhibit “C.”**

33.

Pursuant to paragraph 22.02 of the Recording Agreement, Defendant had sixty (60) days after receipt of the November 28, 2017 notice to cure its breaches of the Recording Agreement.

34.

Defendant failed to cure the breaches within sixty (60) days of its receipt of the November 28, 2017 letter.

35.

To date, Defendant has not responded to the November 28, 2017 letter or cured its breaches of the Recording Agreement, as amended, despite T-Pain’s due notice and demand for same.

COUNT I
(Breach of Contract)

36.

Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 35 above as if fully set forth herein.

37.

Plaintiff has satisfactorily performed all of his obligations to Defendant under and pursuant to the Recording Agreement, as amended.

38.

By reason of the foregoing, Defendant has materially breached and continues to breach its duties and obligations under the Recording Agreement, as amended.

39.

As a direct and proximate result of Defendant's breaches of its contractual obligations to Plaintiff, Plaintiff has suffered and continues to suffer damages in an amount to be determined at trial.,

COUNT II
(ACCOUNTING)

40.

Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 39 above as if fully set forth herein.

41.

Defendant has not provided an accounting as required pursuant to paragraph 10 of the Recording Agreement as amended;

42.

As a proximate result in failing to disclose required accounting, Plaintiff has been harmed and is therefore unaware of total monies currently owed;

43.

Plaintiff demands an accounting for all accounting periods from 2014 through "to date" and continuing.

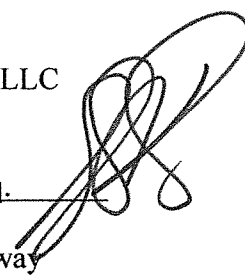
WHEREFORE, Plaintiff demands judgment as follows:

- (a) On the First Claim, an award of damages to Plaintiff in an amount to be determined at trial., plus prejudgment interest thereon;
- (b) Plaintiff be awarded attorneys' fees and costs incurred in this action; and

- (c) Such other and further relief as the Court deems just and proper.
- (d) Plaintiff demands a trial by Jury.

Dated: June 22, 2018

KENILEY KUMAR LLC


/s/ Scott Keniley, Esq.
Scott Keniley, Esq.
5425 Peachtree Parkway
Peachtree Corners, GA 30092
(770) 263-0000

- and -

REITLER KAILAS & ROSENBLATT LLC
Brian D. Caplan, Esq.
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885 Third Avenue
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(212) 209-3050

Attorneys for Plaintiff

KONVICT ENTERTAINMENT, LLC
FOR THE SERVICES OF FAHEEM RASHEED NAJM p/k/a "T-PAIN"

Dated as of July, 2005

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ADDENDUM

Schedule of Prior Masters
Schedule of Publishers

faheem rasheed najm p/k/a "t-pain"
konvict ent./slb/7/21/2005



THIS AGREEMENT is made as of July __, 2005 between KONVICT ENTERTAINMENT, LLC, c/o Sandra L. Brown, Esq., Medley & Kosakowski, LLC, Overlook II, 2839 Paces Ferry Road, Suite 850, Atlanta, GA 30339 (hereinafter called "Company", "we", "us" or "our"), and FAHEEM RASHEED NAJM p/k/a "T-PAIN", c/o Uwonda Carter, Esq., The Carter Law Firm, LLC, 83 Walton Street, NW, Suite 203, Atlanta, Georgia 30303 (hereinafter called "you" or "Artist"). Reference is made to the Agreement between Kon Live, LLC and you dated May 26, 2005, attached hereto as "Exhibit A" (the "Prior Agreement"). It is the intention of the parties that, upon the full execution of this Agreement, this Agreement shall supercede and replace the Prior Agreement. All Masters produced and/or recorded by you and delivered under the Prior Agreement shall be deemed to have been delivered hereunder, all accountings and payments made and received by you under the Prior Agreement, shall be deemed to have been duly and properly made and received hereunder, and all contractual performances under the Prior Agreement, shall be deemed accepted as performances hereunder, all subject to the provisions hereof.

1. SERVICES

1.01 During the Term, you will render Performances exclusively for us for the Territory, to the best of your ability, for the purpose of recording Masters, which you will cause to be produced and you will Deliver to us in accordance with the provisions of this agreement. Artist will render Artist's services under this agreement on a "first priority" basis, and Artist will not accept any obligations that may interfere with or delay the performance of Artist's obligations under this agreement.

2. TERM

2.01 The Term will consist of an initial contract period ("First Contract Period") and each of the renewal contract periods ("Contract Periods") for which we will have exercised the options set forth in the next sentence. We will have five (5) separate and successive irrevocable options, each to extend the Term for a further Contract Period. The decision whether or not to exercise any such option will be made by us in our sole discretion. The second Contract Period will be called the "Second Contract Period", the third Contract Period will be called the "Third Contract Period", and so on.

2.02 The First Contract Period will commence upon the date hereof and will continue through the later of:

- (a) The date twelve (12) months from the date hereof; or
- (b) The date nine (9) months after the last day of the month in which we Commercially Release in the United States the Album made in fulfillment of the Recording Commitment for the first Contract Period.

2.03 Each subsequent Contract Period will run consecutively, commencing upon the expiration of the immediately preceding Contract Period, and will continue through the later of:

- (a) The date twelve (12) months from the commencement of the particular Contract Period; or

(b) The date six (6) months after the last day of the month in which we Commercially Release in the United States the Album made in fulfillment of the Recording Commitment for that Contract Period.

2.04 We may exercise each option to extend the Term for an additional Contract Period by giving you notice of our election to do so at any time prior to the expiration of the then-current Contract Period. Notwithstanding anything to the contrary contained in paragraph 2.02 or 2.03, if we so provide expressly in such notice, the then-current Contract Period will end on the date of such notice and the next Contract Period will commence immediately thereafter.

2.05 Notwithstanding anything to the contrary contained in this Article 2, if we do not give you notice of our election to exercise (or not to exercise) an option within the time limits set forth in paragraphs 2.02, 2.03, and 2.04, you will give us notice of our failure to make such election and we will have thirty (30) business days after our receipt of such notice from you (the "Grace Period") to exercise the option concerned. In that event, the expiring Contract Period will continue through the end of the Grace Period, except that, if we exercise our option for the next Contract Period, such next Contract Period will be deemed to commence, and the expiring Contract Period will be deemed to end, on the same date that would have been the commencement date for such next Contract Period if we had exercised our option within the time limits set forth above in this Article 2.

3. RECORDING COMMITMENT

3.01 During each Contract Period, you will record and you will Deliver to us Masters sufficient to constitute one (1) Album (the "Recording Commitment"). The first Album to be recorded pursuant to your Recording Commitment in the First Contract Period will be known as the "First Album", while the next Album to be recorded pursuant to your Recording Commitment will be known as the "Second Album", and so on.

3.02 You will Deliver the Masters made pursuant to your Recording Commitment for the First Contract Period and the Second Contract Period no later than four (4) months after the commencement of the Contract Period concerned. You will Deliver the Masters made pursuant to your Recording Commitment for each subsequent Contract Period, if any, no later than four (4) months after the commencement of the Contract Period concerned. Notwithstanding the foregoing, you will Deliver the Master (the "Initial A-Side Master") constituting the so-called "A-side" of the first Single or "focus track" to be derived from the First Album of the Recording Commitment no later than fifteen (15) days after the date hereof. Company hereby acknowledges Delivery of the Initial A-Side Master, subject to your warranties and representations set forth herein.

3.03 No act or omission by us will constitute a waiver of any of our rights or remedies in respect of late or undelivered Masters, unless we waive such rights and remedies expressly in writing. If you do not timely Deliver any Masters for any reason, then the next Delivered Masters will be deemed to satisfy the most delinquent requirements first and you will not commence the recording of Masters constituting the next particular Album due until you have Delivered to us all Masters constituting the prior Album(s) due, unless we otherwise expressly agree in writing.

3.04 (a) Unless we otherwise expressly consent in writing, you will not record Performances in fulfillment of the Recording Commitment that are: (1) not recorded in a recording studio (i.e., "In Concert" or "Live" performances); (2) intended to be initially used by you in conjunction with a stage production or a film, television, Online Transmission, or other

broadcast; (3) instrumental Performances; (4) speech; (5) not in the English language; (6) remixed or re-edited or mixes (e.g., extended mixes of an Album Master) or otherwise altered versions of Performances previously recorded; (7) Performances where you are not the sole featured artist; (8) audiovisual Performances; (9) Theme Master(s); (10) Performances of Compositions previously recorded by you or any other Person, whether under this agreement or otherwise; or (11) Performances of more than one Composition (e.g., a medley). Each Album (or other group of Masters) Delivered to us in fulfillment of your Recording Commitment will consist entirely of Masters made in the course of the same Album (or other) recording project, unless we otherwise consent in writing. Without limitation of the foregoing, no Prior Masters will count in fulfillment of your Recording Commitment. Your Performances to be recorded hereunder will be reasonably consistent in concept and style to the artistic concept and style of Masters previously Delivered hereunder or, if none, then of the Master Recordings made prior to the commencement of the Term or other Performances that induced us to enter into this agreement with you.

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(b) You will not record and you will not Deliver, and we will not be obligated to accept, Masters constituting a Multiple Album but if we do so, then, at our election, for purposes of calculating the number of Masters recorded and Delivered hereunder, those Masters will be deemed to be only one (1) Album.

3.05 (a) During the Term, we will have, in addition to the Recording Commitment for the then-current Contract Period, two (2) separate options to require you to record and you to Deliver newly recorded Masters sufficient to constitute three (3) Sides for each such option, which Sides may be included on a compilation Album, including, without limitation, a so-called "Best Of" or "Greatest Hits" Album (the "Best Of Masters").

(b) Each option for the Best Of Masters each may be exercised at any time during the Term by notice to you. With respect to each of the above options, you will Deliver the applicable Best Of Masters no later than thirty (30) days after the date on which we exercise the applicable option. Our exercise of any of the above options will extend the then-current Contract Period through the date six (6) months after the later of (i) the last day of the month in which we Commercially Release in the United States the compilation Album containing the Best Of Masters concerned or (ii) the last day of the month in which we Commercially Release in the United States the Recording Commitment Album for the Contract Period concerned. We may exercise one or more of the above options during the same or different Contract Periods, and the immediately preceding sentence will apply separately to each option so exercised. Paragraph 2.04 will apply to each option under this paragraph 3.05.

(c) During each Contract Period, in addition to the Recording Commitment for that Contract Period and in addition to any other Masters required to be Delivered during that Contract Period under this paragraph 3.05, you will record and Deliver Message Masters embodying material of at least thirty (30) minutes in length in the aggregate within fifteen (15) days after the date on which we so request the Message Master(s) concerned.

4. RECORDING PROCEDURE

4.01 Company will determine all aspects of the recording of Masters, including, but not limited to, the Compositions to be embodied in those Masters, the total number of Sides to be contained on the Album concerned, the producer(s) and all other individuals rendering services in connection with the recording of those Masters, and the studios and dates of recording of those Masters (collectively, the "Recording Elements") and a written recording budget detailing all costs and expenses to be paid or incurred in connection with the

production, recording and Delivery of the Masters (the "Recording Budget"). You and Company shall mutually agree upon the Recording Elements hereunder (excluding the recording budget).

No recording will take place, no financial commitments will be made by you, and no costs will be incurred by you unless, for each Master, we have approved in writing each applicable Recording Element. If we disapprove any Recording Element, we and you will mutually designate a substitute Recording Element, but if we and you cannot agree, we may designate a substitute Recording Element and our decision will be final. *Company agrees that upon receipt of the Recording Budget for each Album, Company shall make said budget information known to Artist.*

4.02 (a) You will furnish to us, in a timely fashion, all union contract forms, report forms, invoices and any other information (e.g., AF of M forms, AFTRA forms, W-9's, INS Form I-9's, etc.) that we may require so that we may promptly pay all Recording Costs and otherwise comply with our obligations under this agreement or otherwise in connection with the making, release, and exploitation of the Masters.

(b) Without limiting the generality of subparagraph 4.02(a) above, before each recording session in the United States, you will require all persons employed in connection with the session (e.g., background vocalists, other musicians, and producer(s)) to complete and sign the Employee Information and Verification Section of a U.S. Immigration and Naturalization Service Employment Eligibility Certificate (Form I-9), unless you have already obtained such a Certificate from the person concerned within the past three (3) years. You will complete and sign the Employer Review and Verification Section of each Certificate and will attach copies of documents establishing identity and employment eligibility which you will examine in accordance with the instructions in the Employer Sections. You will not employ any person who is not eligible for employment in accordance with such instructions. You will promptly deliver all documentation to us.

4.03 At our election, recording sessions for the Masters will be conducted under any recording license between the applicable union and us or our designee. Our representatives may attend the recording sessions for the Masters. Such attendance will be at our sole non-recoverable expense, unless any such representative is engaged in the recording process (e.g., as an engineer, remixer or producer). The administration and payment of all Recording Costs in connection with any Album, including but not limited to the scheduling and booking of all studio time, will be done by you, except as provided in paragraph 8.01 or otherwise in this agreement.

4.04 Promptly following completion of recording in each instance, you will Deliver to us all Master Recordings, which include all of the original components of the recording and mixing process each in their originally recorded formats and which are of a quality reflecting then-current "state of the art" analog and/or digital recording techniques. You will simultaneously therewith deliver to us: (a) two (2) backups/safeties of each and every Master Recording in two (2) different storage media as approved by us. Each such backup/safety Master Recording shall be in a technological format that contains sampling rates and precisions equal to or better than those contained in the original Master Recording for which such backups/safeties have been created and with no level adjustments, truncation, dither or noise shaping or modification of the digital signal thereof; (b) all tapes and work parts of whatever nature (including, without limitation, multi-tracks, out-takes or other tracks recorded during the Term). Notwithstanding the foregoing, it will be acceptable for such tapes and work parts to be maintained at a recording studio or other location designated by us in our name and subject to our control; (c) catalog files for hard disk drive backups/safeties, (if applicable); (d) written documentation or machine readable code (as applicable) setting forth all relevant information including such items as tracking sheets, engineers' notes, set-up notes, sketches of microphone placement, charts, lyrics, orchestral arrangements and parts, and any other data pertinent to the recording project concerned; (e) stereo mixed down tape masters of the original multi-track recordings and a final two-track equalized tape copy of such recordings with the following

additional mixes of each Master intended for release as a single and, if requested of each other Master, compiled and delivered on one (1) compact disc: (i) Album mixes (instrumental), (ii) Album mixes for TV, with and without background vocals, and (iii) a capella mixes. All Master, backups/safeties, documentation and any other materials required to be provided to us hereunder shall be individually and specifically labeled. The final two-track equalized masters shall be satisfactory for the production of reference discs for Record manufacturing, equalized tape transfers for cassette manufacturing, digital transfers for compact disc and digital cassette manufacturing, and such elements of future technology as may hereinafter be utilized in the Record industry. A Recording will not be satisfactory if it contains endorsements or commercial tie-ins not approved by us. Additionally, at our request you will furnish to us all licenses, releases, assignments, information, consents and clearances reasonably required by us for the manufacture, sale, promotion, distribution and unfettered exploitation of Phonograph Records, including, without limitation, the label copy; names of all composers and lyricists, the lyrics themselves, the publishing line, music performing rights society affiliations, timings, credits to arrangers, accompanists, musicians or others, names of the engineers and producer(s), lists of musicians with instruments played, the exact recording dates, studios used, names of sideartists, clearances, liner credits, information necessary for us to obtain mechanical licenses and all rights clearances (e.g., publishing and master sample clearances).

4.05 Each Master will not be considered Delivered until our approval is given as to each Master being commercially and technically satisfactory to us in our sole and absolute discretion for the manufacture, sale, promotion, distribution, and unfettered exploitation of Phonograph Records. At our request, you will re-record any Composition until a commercially and technically satisfactory Master has been obtained in our sole and absolute discretion. Any Masters that are not recorded or Delivered in all respects in accordance with the terms of Article 3 above and this Article 4 will not apply in fulfillment of the Recording Commitment, unless we otherwise consent in writing.

4.06 If we incur charges, expenses, payment penalties, or any other costs (collectively, "Excess Costs") due to (a) your failure to timely Deliver materials, (b) your delay in the commencement of, or your unavailability for, any recording sessions for the Masters for any reason whatsoever, (c) any Masters not being recorded or Delivered in all respects in accordance with the material terms of this agreement, or (d) the Recording Costs of any Master exceeding the Recording Budget approved by us hereunder, then such Excess Costs will be solely your responsibility and will be paid by you promptly (or promptly reimbursed by you to us if paid by us). Without limitation of any of our other rights and remedies, we may pay any or all of the Excess Costs and deduct them from any and all monies payable by us under this agreement. Notwithstanding the foregoing, you shall not be responsible for Excess Costs that are due solely to our actions or omissions; provided that costs incurred in connection with producing satisfactory Master Recordings in compliance with the terms of this agreement shall not be considered Excess Costs "due solely to our actions or omissions". At our election we may suspend or discontinue any recording sessions for any Master if, in our sole judgment, we anticipate that the Recording Costs incurred or to be incurred will exceed one hundred and fifteen percent (115%) of the approved Recording Budget or if any Master being produced will not be satisfactory to us in accordance with this agreement.

4.07 If you intend to use, in whole or in part, any intellectual property other than intellectual property created by you under this agreement or owned or controlled by you in its entirety, e.g., so-called "samples" ("Foreign Material"), the cost of acquiring the rights to use such Foreign Materials, including, but not limited to, publishing, master usage, and third-party legal costs, will constitute a Recording Cost and, to the extent any such acquisition costs relate to publishing rights, such costs may also be recouped, deducted, and set-off from mechanical royalties otherwise payable to you under this agreement. If you intend to use any Foreign Material, in whole or in part, you will advise us or such other person designated by us in writing

sufficiently in advance of the use thereof to enable us to determine whether the applicable rights can be cleared and if so, at what cost, so that we can decide, in our absolute discretion, whether or not to permit you to utilize the Foreign Material, but in no event less than ten (10) business days after the commencement of recording of the Master containing the Foreign Material concerned. Without limiting the foregoing, if you fail to advise us in writing before the end of the ten business day period, the cost of the clearance of the Foreign Material and all other related costs caused by your failure to comply with the immediately preceding sentence, as determined by us in our sole, reasonable discretion, including, but not limited to, attorneys' fees and other legal expenses, replacing, re-stickering, editing, re-recording or re-mixing, will be solely your responsibility and will be paid by you promptly (or promptly reimbursed by you to us if paid by us). Without limitation of any of our other rights and remedies (including, without limitation, recovering damages and obtaining indemnification under Article 16), we may pay such costs and deduct them from any and all monies payable by us under this agreement. In no event will a Master be deemed Delivered until such time as all Foreign Materials have been cleared to our satisfaction for use in the Masters.

5. RIGHTS

5.01 Each Master will be considered a work made for hire for us from the Inception of Recording. If any Master is determined not to be a work made for hire, it will be deemed transferred to us in accordance with this paragraph 5.01. In such event, you hereby irrevocably assign to us all rights throughout the Territory in perpetuity, including but not limited to copyright (and all renewals and extensions thereof under any law now or hereafter existing) in and to all Masters (except as may otherwise be set forth herein, excluding the underlying musical composition), from the Inception of Recording thereof. You warrant and represent that all other Persons selected by you rendering services in connection with the Masters have, prior to the commencement of recording of any Master to which such Persons have contributed, executed written agreement(s), in full compliance with the laws of the United States and other countries, stating that those Masters are considered a work made for hire for us and irrevocably assigning all such Person's rights throughout the Territory in perpetuity, including copyright, in those Masters to us, and written waiver of all moral rights thereto. The Masters, from the Inception of the Recording thereof, and all Phonograph Records and other reproductions made therefrom, together with the performances embodied therein and all copyrights therein and thereto, (and all renewals and extensions thereof) will be entirely our property throughout the Territory in perpetuity, free of any claims whatsoever by you or any other Person. We will have the exclusive rights to obtain registration of copyright (and all renewals and extensions) in the Masters solely in our name as the owner in perpetuity. Upon our request, you will execute and deliver to us assignments and transfers of ownership of copyright (and all renewals and extensions) in the Masters, and any other documents as we may deem necessary or appropriate to vest in us the rights granted to us in this agreement. You hereby waive any claim to any moral rights in the Masters and will cause any assignments or other documents required or contemplated by this paragraph 5.01 to contain similar waivers of moral rights. Further, you hereby irrevocably appoint us your attorney-in-fact, coupled with an interest, for the purpose of executing those transfers of ownership and other documents in your name(s), including, but not limited to, copyright registration forms.

5.02 Without limiting the generality of the foregoing, we and our designees will have the exclusive, perpetual right throughout the Territory: (a) to manufacture, sell, distribute, promote, advertise, and otherwise exploit Phonograph Records embodying those Masters recorded under any trademarks, trade names, service marks or labels; (b) to lease, license, convey or otherwise use, alter, adapt, change or dispose of those Masters, or parts thereof, by any method now or hereafter known in any media or field of use; (c) to perform publicly Phonograph Records, whether on radio, television, in audiovisual works or elsewhere, and other

reproductions embodying those Masters; (d) to conduct Online Transmissions with respect to the Masters; with all of the activities referred to in clauses (a) through (d) being upon such terms as we may approve in our sole discretion; and (e) to refrain from doing any and/or all of the foregoing in our sole discretion, without any payment to you other than the Advances and royalties expressly set out hereunder.

5.03 You hereby irrevocably authorize, empower, and appoint us as your true and lawful attorney (a) to initiate any claim or action in our sole discretion in your, and/or our name with respect to the Masters or other rights set forth in this agreement and to compromise any such claim or action initiated by us, including any claim or action against infringers of our or your rights in the Masters or other rights set forth in this agreement; and (b) to execute in your name any and all documents and/or instruments necessary or desirable to accomplish the foregoing.

6. NAME AND LIKENESS: ARTWORK

6.01 (a) We and each Person designated by us will have the perpetual right throughout the Territory to use and to permit others to use your and Artist's Name(s) and Likeness(es), as well as those of any producer or other Person rendering services in connection with the Masters, on Phonograph Records and packaging, covers, sleeves, and liner notes thereto, as news or information, and for the purposes of trade, advertising, publicity, marketing, promotion, in any manner and in any medium. The rights granted to us pursuant to this paragraph 6.01 will be exclusive during the Term and non-exclusive thereafter.

(b) We and our Licensees will have the perpetual right throughout the Territory to create, maintain, administer, and host, and to authorize other Persons to create, maintain, administer, and host, all Online Media relating to you as a recording artist and/or the Masters, including without limitation any and all websites relating to you and/or the Masters and to register and use the name "t-pain.com" and any variations thereof as Uniform Resource Locators (or "URLs"), addresses, domain names and/or any other site identifier (whether now or hereafter known) for each website created by or for us or our Licensees (each, an "Artist Site"). During the Term we will have the exclusive right to promote, advertise and market an Artist Site as the "official" website for you (the "Official Site"), and Artist will not authorize any Person other than us to designate any website as the "official" website for Artist. Without limiting the foregoing, you will have the right to create, maintain and host a website (the "Artist Non-Record Site") dedicated solely to business ventures not related to the Masters or any of our exclusive rights under this Agreement, (e.g., a site that advertises and sells your merchandise such as T-shirts, baseball caps, posters, and tour books and to list tour dates and fan club bulletins, etc.). If requested by the other party, each party shall place a direct hyperlink to the other party's website (as described above) (each, a "Link" or collectively, "Links"). Any content to be contained within the Artist Non-Record Site shall be included as an item of Materials hereunder and shall be subject to your representations, warranties, indemnities and agreements hereunder with respect thereto (it being understood that the terms of this sentence shall not be construed as granting us rights in or to any materials we would not otherwise have rights to exploit under this agreement; however, any such materials shall nevertheless be subject to your representations, warranties and indemnities with respect to "Materials" so as to insure that we do not have any liability in connection therewith). In the event that (i) as reasonably determined by us, any content within the Artist Non-Record Site violates the terms of this Agreement, or (ii) we reasonably object to the inclusion of any content within the Artist Non-Record Site, then, without limiting any of our other rights or remedies, you shall immediately remove the Link from the Artist Non-Record Site to the Official Site upon our request and we may immediately remove any Links from any website owned or controlled by us to the Artist Non-Record Site. Promptly following the end of the Term, Artist will have the exclusive right to use the URL of the Official

Site (the "Official Site URL"), and we will not retain any rights to such URL. Upon receipt of written notice from you received following the end of the Term, we shall as promptly as is practical and commercially reasonable arrange for the URL of the Official Site to be assigned to you. We will, however, retain the right to create, maintain, and host an Artist Site at a URL other than the Official Site URL. You will cooperate in the creation, development, and maintenance of Online Media, including without limitation Artist Sites. Each Artist Site and all rights to or derived from each Artist Site will be our exclusive property in perpetuity throughout the Territory.

(c) You will not authorize or permit any Person other than us to use the Artist's Name or Likeness during the Term on or in connection with the advertising, sale, or other exploitation of Phonograph Records. Any change in your professional name will be subject to our prior written approval, and we may cause you to change your professional name if we consider it patently offensive or if, in the judgment of our attorneys, it might subject us to unfavorable regulatory action, violate any law, infringe the rights of any Person, or subject us to liability for any reason.

6.02 (a) You will cooperate with us, as we reasonably request, in making photographs and preparing other materials for use in advertising, marketing, promoting, and publicizing Artist and Masters. In addition, you will deliver to us any photographs of and biographical material concerning Artist and label data or other material which you own or control which we reasonably may request to exploit and promote Phonograph Records.

(b) (i) In preparation for the initial release in the United States of each Recording Commitment Album, we will obtain your approval regarding the picture or art to be used on the cover. We will provide the proposed Album cover available to you at your address first listed above or such other location as you reasonably request in writing for review and comment. Unless otherwise provided in this paragraph 6.02(b), we will make such changes in the artwork as you reasonably request. If you do not notify us of your disapproval of such proposed Album cover (and the specific reasons therefore) within seven (7) days after you have received the same, then such Album cover shall be deemed to have been approved by you. Our inadvertent failure to comply with this paragraph will not constitute a material breach of this agreement, and you will not be entitled to injunctive relief to restrain the continuing use of any material used in contravention of this paragraph. Upon our receipt of notice from you of any such failure, we will use reasonable efforts to cure such failure on future runs of the material concerned.

(ii) We will not be required to make any changes that would delay the release of the Album beyond the scheduled date or would require us to incur Special Packaging Costs. Any premium charges incurred to meet the release constitute Advances.

(iii) All matters other than the album cover layout and the picture or art to be used on the package, including, without limitation, all matters relating to our trademarks or to notices or disclosures deemed advisable by our attorneys, will be determined by us in our sole discretion.

(iv) This paragraph 6.02(b) will apply only to Albums initially released in the United States during the Term.

6.03 We may cause a search to be instigated to determine whether there has been any third-party use of your and/or the Artist's Name and/or Marks. We will have the right, but not the obligation, to register such Names and Marks, whether professional or actual, past, current or future, with the applicable registry or other appropriate authorities for the protection of the Names and Marks throughout the Territory. Any registration will be made in your legal name or the legal names of each member of the Artist, whichever is applicable. All legal,

application, and other costs, including the costs of the searches, will be solely your responsibility and will be paid by you promptly (or reimbursed by you to us if paid by us). Without limiting our other rights and remedies, we may pay such costs and deduct them from any monies payable by us under this agreement. You will fully cooperate with us in such registration procedure, including, but not limited to, promptly signing and delivering any documents we may reasonably require in connection therewith. Notwithstanding the foregoing, we may sign those documents in your name and make appropriate disposition of them if you or Artist fail or refuse to sign any such documents within seven (7) days after we have provided such documents to you. You acknowledge that the Names and Marks constitute "Materials" (as defined in subparagraph 13.01(d) below) and shall be and remain subject to your representations, warranties and indemnities in connection therewith, regardless of whether or not we search, register, accept, use or otherwise exploit such Names and/or Marks. For avoidance of doubt, Artist shall be the owner of Artist's Name.

6.04 It is expressly agreed that we will exclusively own, approve and control all materials (including, without limitation, art, photographs, and graphic designs) comprising the artwork, Artist Sites, and other items created or used in connection with the exploitation of Phonograph Records hereunder (the "Marketing Materials"), including, without limitation, all copyrights and the right to secure copyrights throughout the world and in perpetuity, so that we have the same rights herein with respect to the Marketing Materials as are granted to us in respect of Masters pursuant to Article 5.

6.05 All "Special Packaging Costs" will constitute Advances. "Special Packaging Costs" will mean: (a) all third-party costs incurred by us in connection with the creation or preparation of artwork (e.g., photo shoots, pictorial representations; and separations) for covers or sleeves, which exceed Fifteen Thousand Dollars (\$15,000) in the aggregate for any Album in all configurations or Three Thousand Dollars (\$3,000) in the aggregate for any Single in all configurations at your request; (b) all excess manufacturing costs that we incur for a cassette tape or any other configuration that has a variable manufacturing cost caused by the total length of the cassette tape or such other configuration exceeding forty-five (45) minutes in length; and (c) all third party separation and manufacturing costs in excess of those necessary to manufacture the following packaging elements: (1) for vinyl LPs, a four-color jacket and a black and white inner sleeve; (2) for cassettes, a six-panel inlay card with a four-color front panel and black and white other panels; and (3) for compact discs, a standard jewel-case with a three-color CD label and an eight-page booklet with four-color front and back pages and black and white other pages. "Color" in clause (c) above will not include those colors for which we are charged more than a standard fee. The packaging elements referred to in clause (c) above are deemed for purposes of this paragraph 6.05 to be on standard weight paper or cardboard.

6.06 You hereby grant to us and our Licensees the perpetual right throughout the Territory to exploit Artist's "Electronic Merchandising" (as hereinafter defined) rights, which rights shall include, without limitation, the distribution, advertising, promotion, sale and exploitation of Artist's "Electronic Merchandising Material" (as hereinafter defined). "Electronic Merchandising", as used herein, shall mean any Electronic Merchandising Material which is delivered, transmitted, and/or otherwise distributed through any Online Media to the consumer, either directly or indirectly, regardless of whether or not such Electronic Merchandising Material is exploited in connection with the Masters. "Electronic Merchandising Material", as used herein, shall mean the Marketing Materials and your and Artist's Names and Likenesses. The rights granted to us under this paragraph 6.06 will be exclusive during the Term and non-exclusive after the Term, and such grant of rights is in addition to and does not in any way affect, limit or restrict any other rights granted to us in this agreement, including, without limitation, the rights granted to us pursuant to Article 5 above and elsewhere in this Article 6. For the avoidance of doubt, the rights granted by you to us in this Article 6 shall not include the right to

commercially exploit any of your physical merchandising rights (e.g., we shall not have the right to sell T-shirts, sweatshirts, posters, buttons, etc.)

7. INTENTIONALLY DELETED

8. RECORDING COSTS: ADDITIONAL ADVANCES

8.01 We will be responsible for paying all Recording Costs incurred in connection with the Masters. We will pay on your behalf the Recording Costs of the Masters recorded at recording sessions conducted in accordance with the terms of this agreement, in an amount not exceeding in any instance the Recording Budget approved by us under Article 4. All Recording Costs will constitute Advances.

8.02 In connection with each Recording Commitment Album, we will pay you an Advance in the amount set forth below (the "Advance"):

(b) With respect to each subsequent Album, the Advance will equal sixty-six and two-thirds percent (66 2/3%) of whichever of the following amounts is less (subject to subparagraph 8.02(b) below):

(1) the amount of the royalties credited to your account on Net Sales through Normal Retail Channels in the United States of the immediately preceding Album, as shown by our most recent monthly royalty accounting trial balance (after deductions for reserves against anticipated returns and credits) before the date on which the Album concerned is Delivered or required to be Delivered under Article 3 (whichever date is earlier), but in no event for a period exceeding nine (9) months from the release in the United States of the immediately preceding Album; or

(2) the average of the amounts of such royalties credited to your account, as determined in section 8.02(b)(1) above, with respect to the two (2) immediately preceding Albums.

For purposes of this subparagraph 8.02(b) only, "the immediately preceding Album" means the Album Delivered under this agreement and released most recently before the recording of the Album concerned; "the two (2) immediately preceding Albums" means the two (2) Albums Delivered under this agreement and released most recently before the recording of the Album concerned.

(c) In no event will the Advance payable for any Recording Commitment Album under subparagraph 8.02(b) be more than the maximum amount or less than the minimum amount set out below:

	<u>Minimum</u>	<u>Maximum</u>
Second Album:	\$100,000	\$200,000
Third Album:	\$125,000	\$250,000
Fourth Album:	\$150,000	\$300,000
Fifth Album:	\$200,000	\$400,000

(c) (i) The above Advance for the First Album will be payable as follows: \$50,000 upon the execution hereof and the balance upon the delivery (following deduction of \$17,500, the prior receipt of which is hereby acknowledged). You hereby direct and authorize us to pay an additional advance, to be charged against and be recoupable from royalties accruing to you, the sum of Ten Thousand Dollars (\$10,000) to The Carter Law Firm, LLC ("Carter") in connection with your legal fees. Our compliance with such authorization shall constitute an accommodation to you, and such payment to Carter shall constitute payment to you for all purposes of this agreement. We shall have no liability by reason of any erroneous payment we may make or failure to comply with this authorization and you shall indemnify us and hold us harmless against any claims asserted against us and any damages, losses or expenses we incur by reason of such payment or otherwise in connection herewith. Neither this direction nor such payment to Carter shall render Carter a third-party beneficiary of this agreement.

(ii) The above Advance for each Album of the Recording Commitment (other than the First Album) will be payable as follows: (1) fifty percent (50%) promptly after commencement of recording of the Album, and (2) the balance of the Advance promptly after Delivery of that Album.

8.03 (a) (a) In the event that we administer the Recording Fund in connection with the Advance for each Best Of Master will be Ten Thousand Dollars (\$10,000). All Advances payable in connection with the Best Of Masters will be paid as follows: (i) fifty percent (50%) promptly after commencement of recording, and (ii) the balance of the Advance promptly after Delivery of the Best Of Masters.

(b) All monies paid to you (other than royalties paid under Article 9 and mechanical royalties paid under Article 11), including without limitation tour support costs and artist development costs (such as, by means of example only, performance and vocal coaching, stylist and wardrobe costs, if any), will constitute Advances. All monies (except such royalties) paid by us on your behalf or on behalf of any Person representing you will also constitute Advances if they are paid with your consent, if they are required by law, or if they are paid by us to satisfy an obligation incurred by you in connection with the subject matter of this agreement. Fifty percent (50%) of all costs incurred by us or our Licensees for independent promotion, independent press or independent marketing in the United States and the United Kingdom in connection with the Masters of you will constitute Advances.

(c) Advances paid to you will include all union fees and other payments for services rendered by you, including, but not limited to producing, arranging, musical services and/or vocal services, but shall exclude so-called "per-record" payments required by any applicable unions. You will promptly complete any documentation required by any applicable union to confirm the foregoing.

(d) Fifty percent (50%) of all costs paid or incurred by us in connection with the design, development, hosting, configuration, updating, maintenance, or content creation for any Artist Website will constitute an Advance.

9. ROYALTIES

9.01 We will pay you a royalty computed by multiplying the applicable rate indicated below by the applicable Royalty Base Price with respect to Net Sales of Phonograph Records (other than Audiovisual Records) consisting entirely of Masters recorded during the

faheem rasheed najm p/k/a "t-pain"
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respective Contract Periods specified below and sold by us or our Licensees through Normal Retail Channels ("NRC Net Sales"):

(a) On NRC Net Sales in the United States the equivalent of:

- (1) (A) (i) First and Second Albums: Twelve percent (12%).
- (ii) Third and Fourth Albums: Thirteen percent (13%).
- (v) Fifth Album: Fourteen percent (14%).

(B) Notwithstanding the foregoing, if a particular Recording Commitment Album achieves NRC Net Sales in the United States ("USNRC Net Sales") in excess of the unit levels set forth below, the royalty rate in respect of such excess sales of that Album only shall be increased prospectively by the equivalent of the amount set forth below:

<u>USNRC Net Sales</u>	<u>Prospective Increase</u>
500,000	0.5%
1,000,000	0.5%
1,500,000	0.5%
2,000,000	0.5%

(2) Singles and all other Records other than Albums and Audiovisual Records: Eleven percent (11%).

(3) Audiovisual Records: Fifteen percent (15%).

(b) On NRC Net Sales in Canada or the United Kingdom: eighty-five percent (85%) of the applicable United States royalty rate set forth in subparagraph 9.01(a) above, excluding any escalation provisions.

(c) On NRC Net Sales outside the countries referred to in subparagraphs 9.01(a) and (b): sixty-six and two-thirds percent (66 2/3%) of the applicable United States royalty rate set forth in subparagraph 9.01(a) above, excluding any escalation provisions.

9.02 Intentionally deleted.

9.03 Notwithstanding the foregoing:

(a) On Phonograph Records sold: through a direct mail or mail order distribution method (including, without limitation, through so-called "record clubs"); through radio, television, and/or telephone advertisements, where the consumer cannot purchase the Record through record or other retail stores, but only through the radio, television, and/or telephone advertisement; through record stores, other retail stores and/or other channels that distribute physical product (e.g., a compact disc) in connection with radio, television, and/or telephone advertisements, whether by us or a third party; through special product organizations, whether custom created or not; or through any combination of the foregoing, the royalty rate will be fifty percent (50%) of the otherwise applicable royalty rate (excluding any escalation provisions); provided, however, that in no event shall such royalty exceed fifty percent (50%) of our Net Receipts from the sale of the particular Phonograph Record(s) concerned.

(b) On Phonograph Records manufactured and/or sold by us for use as premiums or in connection with the sale, advertising or promotion of any other product or service; and on Budget Records, the royalty rate will be fifty percent (50%) of the otherwise applicable royalty rate (excluding escalation provisions). On Phonograph Records sold to the United States Government, its subdivisions, departments or agencies (including Phonograph Records sold for resale through military facilities) or to educational institutions or libraries and on Mid-price Records, the royalty rate will be sixty-six and two-third percent (66 2/3%) of the otherwise applicable royalty rate (excluding any escalation provisions). This subparagraph 9.03(b) will not apply to: (i) Recording Commitment Albums sold as Budget Records in the United States during the Term within eighteen (18) months after the date on which we initially Commercially Release the Phonograph Record concerned in the United States, and (ii) Recording Commitment Albums sold as Mid-price Records in the United States during the Term within twelve (12) months after the date on which we initially Commercially Release the Phonograph Record concerned in the United States.

(c) On New Media Records, the royalty rate will be eighty percent (80%) of the otherwise applicable royalty rate (excluding any escalation provisions). Notwithstanding the foregoing, if any such configuration not specifically provided herein constitutes more than thirty-five percent (35%) of the total United States market share for sales of Records during a calendar year, then with respect to sales of such configuration after such calendar year, we shall accrue a royalty with respect to Net Sales of Records sold in the form of such configuration at a rate equal to one hundred percent (100%) of the otherwise applicable royalty rate.

(d) On Multiple Albums, the royalty rate will be the lesser of: (1) the otherwise applicable royalty rate; and (2) the otherwise applicable royalty rate multiplied by a fraction, the numerator of which is the Royalty Base Price of the Multiple Album in the format concerned and the denominator of which is the product of the Royalty Base Price of a Top Line single-unit Album in that format and the number of Record units contained in the Multiple Album.

(e) On Phonograph Records sold in the form of or as part of a Soundtrack Record, the royalty rate will be seventy-five percent (75%) of the otherwise applicable royalty rate (excluding any escalation provisions).

(f) We will credit your royalty account with an amount equal to fifty percent (50%) of the Net Receipts from any royalty, fee, or other payment received by us and directly attributed to a Master licensed by us for use: (i) in the manufacture and/or distribution of Phonograph Records, provided that such credit to your account will not exceed the royalty that would otherwise be credited to your account for such use if we manufactured or distributed the Phonograph Record concerned in the country concerned at the same price as applicable to the Licensee's Record; or (ii) in theatrical motion pictures, terrestrially broadcast television programs, or terrestrially broadcast radio or television commercials. We will credit your royalty account with an amount equal to fifty percent (50%) of the Net Receipts from any royalty, fee or other payment received by us and directly, specifically and solely attributed to any advertisements that appear solely on the Official Site (and not on our website generally). With respect to: (iii) all other uses of Master(s) licensed by us (including without limitation so-called "streaming" of Masters through Online Media) and (iv) the commercial exploitation of Electronic Merchandising rights, in each case, we will credit your royalty account with an amount equal to the percentage set forth in the next sentence of our Net Receipts from any royalty, fee, or other payment made to us and directly attributed to the Master or Electronic Merchandising rights concerned, as applicable. The "percentage" in the immediately preceding sentence will mean the basic Album royalty rate on NRC Net Sales in the country for which the use is licensed, as set forth in paragraph 9.01 above (excluding any escalation provisions). Notwithstanding

anything to the contrary contained in this subparagraph 9.03(f), if the payment to you of copyright royalties for the public performance of Phonograph Records is required by law in the United States, and if you are not entitled to receive any similar payment from any Person other than us, we will credit your royalty account with that percentage required by law of such royalties received by us.

(g) For any other use or exploitation of Masters and/or Phonograph Records, whether now or hereafter contemplated, the royalty rate will be fifty percent (50%) of the otherwise applicable royalty rate (excluding any escalation provisions), subject to the next sentence. In no event will your royalty for such use or exploitation exceed the percentage set forth in the penultimate sentence of subparagraph 9.03(f) above of our Net Receipts from such use or exploitation.

(h) Solely if and to the extent that we are accounted to on a basis that directly and specifically allocates, attributes and identifies royalties in respect of commercial exploitations of Message Masters separately, then the amount credited to your royalty account in respect of such commercial exploitations shall be credited to a separate royalty account that shall not be cross-collateralized with your general royalty account hereunder, provided, however, that any costs associated with such exploitations may be charged against royalties credited to such separate account.

9.04 Notwithstanding anything to the contrary set forth herein, royalties shall not be payable with respect to distributions that are not Net Sales or with respect to any Master that does not constitute a Side.

9.05 (a) The royalty payable to you hereunder on a Phonograph Record embodying Masters together with other Master Recordings not recorded hereunder will be computed by multiplying the otherwise applicable royalty rate by a fraction, the numerator of which will be the number of Masters embodied on that Phonograph Record and the denominator of which will be the total number of Master Recordings (or the equivalent), including Masters, embodied on the Phonograph Record; provided, however, that, we may, at our election, compute such royalty by multiplying the otherwise applicable royalty rate by a fraction, the numerator of which is the playing time of Master concerned and the denominator of which is the total playing time of the Record concerned. Without limiting the foregoing, in the event any Phonograph Record embodies Masters hereunder recorded in different Contract Periods, the royalty with respect to each Master on such Phonograph Record will be calculated on a pro-rated, Master-by-Master basis by multiplying the royalty rate applicable to such Master by a fraction the numerator of which is the number one (1) and the denominator of which is the total number of Master Recordings embodied on such Phonograph Record.

(b) We may at any time and from time to time change the method by which we compute royalties from a wholesale basis to some other basis (the "New Basis"), such as, without limitation, a retail basis. The New Basis will replace the then-current Royalty Base Price and the royalty rates shall be adjusted to the appropriate royalty rate which would be applied to the New Basis so that the dollars-and-cents royalty amounts payable with respect to NRC Net Sales of Records in the United States as of the date of such change would be the same as that which was payable immediately prior to such New Basis; for all other sales and exploitations for which there is a New Basis, the adjusted royalty rate shall be adjusted in the ratio of the royalty rate hereunder for such sales to the royalty rates hereunder for NRC Net Sales of Records in the United States.

(c) If you perform at a recording session for one of our other artists, then any Master Recordings so recorded will not be part of the Recording Commitment under this agreement, unless otherwise agreed upon between the parties in writing.

(d) If the maximum royalty rate we are entitled to under any foreign exchange remittance regulation or the applicable laws in any country of the Territory is less than the aggregate of your royalty rate plus four percent (4%) (the "Combined Rate"), then your royalty rate will be reduced by the amount by which the maximum rate of royalty permissible is less than the Combined Rate.

(e) In the event any Master becomes public domain property in any country of the Territory, royalties will no longer be payable by us to you for sales in that country of Phonograph Records embodying those Masters after the date of such occurrence.

(f) The royalties set forth in this Article 9 are "all-inclusive" and include all royalties due to any and all Persons in connection with the exploitation of Masters hereunder, including, without limitation, you, producers and all other Persons entitled to receive royalties and/or other contingent compensation in connection with the applicable Masters.

10. ROYALTY PAYMENTS AND ACCOUNTINGS

10.01 We shall pursuant to a letter of direction cause the distributor to pay royalties and render statements hereunder directly to Company. If the distributor fails or refuses so to account to Company, then we will send to you, by regular mail to the address set forth on the first page of this agreement or as you otherwise notify us in accordance with paragraph 21.01, statements of account (the "Statement") on a semi-annual basis; Statements will be so sent on or before the date three months following the close of the semi-annual period concerned (currently, we send Statements on or before October 1st for the semi-annual period ending the preceding June 30th and on or before April 1st for the semi-annual period ending the preceding December 31st), together with the payment of royalties, if any, earned by you hereunder during the semi-annual period for which the Statement is rendered, less all Advances and other charges. Notwithstanding the foregoing, Advances paid after the close of a semi-annual accounting period may not be recouped from royalties actually payable to you pursuant to the statement rendered for such period; provided, however, that this sentence will not apply to Advances not required to be made under this agreement or Advances paid after the close of a semi-annual accounting period due to your failure to timely comply with your material obligations hereunder (including, without limitation, the timely fulfillment of your Recording Commitment). You will reimburse us on demand for any overpayments, and we may also deduct the amount thereof from any monies payable to you under this agreement or any other agreement relating to you as a recording artist or producer. Royalties paid by us on Phonograph Records subsequently returned will be considered overpayments.

10.01.1 We will have the right to retain, as a reserve against charges, credits, bad debts and returns, such portion of royalties as we deem appropriate in our reasonable judgment. In no event will any such reserve established in any semi-annual accounting period for any Album exceed twenty-five percent (25%) of the royalties earned by you on sales of that Album commencing with the first accounting period following the period in which we Commercially Release that Album in the United States and for all subsequent periods. In determining the amount of each reserve, we shall, in good faith, take into account sales information furnished to us by SoundScan (or its equivalent). Each reserve will be liquidated no later than the end of the fourth full accounting period following the accounting period during which it is established.

10.02 No royalties will be payable to you on sales of Phonograph Records by any of our Licensees or distributors until payment on those sales have been received by us or credited to us against an actual, documented advance previously received by us. Sales by a

Licensee or distributor will be deemed to have occurred in the semi-annual accounting period during which that Licensee or distributor will have rendered to us accounting statements and payments for those sales.

10.03 After the Term, Statements or payments shall be sent in accordance with paragraph 10.01 above. Notwithstanding the foregoing, neither Company nor Distributor shall be required to send you a Statement or payment where aggregate royalty earnings for the applicable accounting period are Ten Dollars (\$10.00) or less. Such Statement will be rendered and royalties paid with the first subsequent Statement reporting earnings in excess of Ten Dollars (\$10.00) in total.

10.04 Royalties on Phonograph Record sales will be computed in the national currency in which our Licensees or distributors account to us and will be credited to your royalty account hereunder at the same rate of exchange at which our Licensees or distributors pay us. If any Licensee or distributor deducts any taxes or similar sums from its payments to us or if we are required by law, regulation, ordinance, order, or decree to pay any taxes or similar sums with respect to sales by our Licensees or distributors, we may deduct a proportionate amount of those taxes from your royalties.

10.05 If we do not receive payment in the United States in United States dollars for any sales of Phonograph Records outside the United States, royalties on those sales will not be credited to your royalty account hereunder until received by Company. However, at your request and if we are able to do so, we will accept payment for those sales in foreign currency and will, if your account is then in a fully recouped position, deposit in a foreign bank or other depository, at your expense, in that foreign currency, that amount, if any, equal to the royalties which would have been payable to you hereunder on those sales had payment for those sales been made to us in United States dollars in the United States. Compliance with this paragraph 10.05 will fulfill our royalty obligations under this agreement as to those sales. If any law, ruling or other governmental restriction limits the amount a Licensee or distributor can remit to us, we may reduce your royalties hereunder by an amount proportionate to the reduction in our Licensee's or distributor's remittance to us.

10.06 You will be deemed to have consented to each Statement and each Statement will be conclusive, final, and binding, will constitute an account stated, and will not be subject to any objection for any reason whatsoever unless you give us notice, stating the specific basis for that objection, within the later of (i) two and a half (2 ½) years after the date we send you that Statement under paragraph 10.01 or (ii) three and one-half months following our receipt of that Statement pursuant to our agreement with our distributor. You may not maintain an action, suit, or proceeding of any nature against us in respect of any Statement or other accounting rendered by us hereunder (or in respect of the accounting period to which it relates) unless you commence that action, suit, or proceeding against us in a court designated in paragraph 22.07 below within the later of (i) two and one-half (2 ½) years after the date we send you the Statement concerned under paragraph 10.01 or (ii) three and one-half months following our receipt of that Statement pursuant to our agreement with our distributor. If you commence an action, suit, or proceeding against us concerning any Statement, the scope of that action, suit or proceeding will be limited to a determination of the amount of royalties, if any, payable to you for the accounting period in question, and your sole remedy will be the recovery of those royalties. You may not use any claim pertaining to royalties, payments, or accounting as a basis for terminating this agreement or avoiding performance of your obligations. The preceding two sentences will not apply to any item in a Statement if a court of competent jurisdiction establishes that the item was fraudulently misstated.

10.07 We will maintain books and records concerning the sale of Phonograph Records hereunder and any other non-Phonograph Record transactions on which royalties are

payable to you under this agreement. You or an independent certified public accountant or attorney acting on your behalf may, at your own expense, examine our books and records solely for the purpose of verifying the accuracy of any Statement, only during our normal business hours and only upon reasonable written notice. You may not examine any of our books or records relating to the manufacture or inventory of Phonograph Records hereunder or any other books and records that do not specifically report sales or other distributions of Phonograph Records or other non-Phonograph Record transactions on which royalties are payable to you under this agreement. Our books and records relating to a particular Statement may be examined only within the later of (i) two and one half (2 1/2) years after the date we send you that Statement under paragraph 10.01 or (ii) three and one-half months following our receipt of that Statement pursuant to our agreement with our distributor. We will have no obligation to permit you to examine our books or records relating to any particular royalty statement or other accounting more than once. The rights herein above granted to you will constitute your sole and exclusive rights to examine our books and records. If you wish to make an examination, you must give us notice at least thirty (30) days before the date you plan to begin, although we may postpone the examination at our discretion, but if we do so the running time within which the examination must be made will be suspended during the postponement. If your examination is not completed within one (1) month of its commencement, we may require you to terminate it within seven (7) days of our notice to you to do so. No examination may begin if your independent certified public accountant, attorney or any member of said firm has begun an examination of our books and records for any third party, except you, and unless that examination has been concluded and any applicable issues resolved. No action, suit, or proceeding against us concerning any Statement may be commenced until you have issued an audit report to us and we and you have exhausted all good-faith efforts to resolve all matters arising from that audit report. In any such action, suit, or proceeding against us, you will not be permitted to examine or seek to examine, through formal discovery or otherwise, those books or records other than those books and records you are permitted to examine under this paragraph 10.07 in connection with your audit of the Statement concerned. You confirm that the examination, the report, the negotiations, and all matters relating thereto are of a confidential nature and may only be disclosed or discussed between you and your professional advisors (i.e., your accountant, attorney or manager), but no one else, and you will ensure that you and your professional advisors sign any confidentiality document we may require prior to the commencement of any examination.

10.08 We will have the right to deduct from any amounts payable to you hereunder that portion thereof as may be required to be deducted under any statute, regulation, treaty or other law, or under any union or guild agreement (excluding so-called AFM "per-record royalties"), and you will promptly execute and deliver to us any forms or other documents as may be required in connection therewith, including but not limited to applicable tax forms.

11. LICENSING OF COMPOSITIONS

11.01 You hereby grant to us and our designees the irrevocable license to reproduce each Controlled Composition on Phonograph Records and to distribute those Phonograph Records in perpetuity throughout the Territory.

11.02 For that license, mechanical royalties will be payable for each Controlled Composition embodied upon each Phonograph Record, on Net Sales only, at the following rates:

(a) On Phonograph Records sold in the United States, the rate for each Controlled Composition embodied thereon will be seventy-five percent (75%) of the minimum statutory royalty rate (without regard to playing time) provided under the United States

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copyright law applicable to the reproduction of a Composition on Phonograph Records, provided, however, that (i) solely with respect to Controlled Compositions embodied on Masters included on the Third or Fourth Albums of the Recording Commitment, such rate shall be eighty-seven and one-half percent (87.5%) of the minimum statutory royalty rate (without regard to playing time) provided under the United States copyright law applicable to the reproduction of a Composition on Phonograph Records, and (ii) solely with respect to Controlled Compositions embodied on Masters included on the Fifth and Sixth Albums of the Recording Commitment, such rate shall be one hundred percent (100%) of the minimum statutory royalty rate (without regard to playing time) provided under the United States copyright law applicable to the reproduction of a Composition on Phonograph Records. Each applicable rate shall be calculated as of the earlier of (1) the date of the Delivery of the Album (or other recording project), or (2) the date upon which the Album (or other recording project) was required to be Delivered hereunder. If no statutory rate exists, then the rate will be seventy-five percent (75%) (or eighty-seven and one-half percent [87.5%] or one hundred percent [100%], as applicable) of the lowest mechanical royalty rate prevailing on an industry-wide basis in the United States on the applicable date specified in the preceding sentence with respect to Compositions on like Phonograph Records. "USMR" means the applicable mechanical royalty rate under this subparagraph 11.02(a).

(b) (1) On Phonograph Records sold in Canada, the rate for each Controlled Composition will be seventy-five percent (75%) of the minimum statutory royalty rate (without regard to playing time) in Canada under that country's applicable copyright law or other law or regulation dealing with the reproduction of a Composition on Phonograph Records, provided, however, that (i) solely with respect to Controlled Compositions embodied on Masters included on the Third or Fourth Albums of the Recording Commitment, such rate shall be eighty-seven and one-half percent (87.5%) of the minimum statutory royalty rate (without regard to playing time) in Canada under that country's applicable copyright law or other law or regulation dealing with the reproduction of a Composition on Phonograph Records, and (ii) solely with respect to Controlled Compositions embodied on Masters included on the Fifth Album of the Recording Commitment, such rate shall be one hundred percent (100%) of the minimum statutory royalty rate (without regard to playing time) in Canada under that country's applicable copyright law or other law or regulation dealing with the reproduction of a Composition on Phonograph Records. Each applicable rate shall be calculated as of the earlier of (1) the date of Delivery of the Album (or other recording project), or (2) the date upon which the Album (or other recording project) was required to be Delivered hereunder. If no statutory rate exists in Canada, the rate will be seventy-five percent (75%) (or eighty-seven and one-half percent [87.5%] or one hundred percent [100%], as applicable) of the lowest mechanical royalty rate prevailing on an industry-wide basis in the country concerned on the applicable date specified in the preceding sentence with respect to Compositions on like Phonograph Records.

(2) "CMR" means the applicable mechanical royalty rate under section 11.02(b)(1) above. Under no circumstances will the CMR be greater than the USMR for any Controlled Composition embodied on a Phonograph Record. "ROTMR" means the applicable mechanical royalty rate under section 11.02(c) below outside the United States and Canada. Our Licensees will account and pay mechanical royalties outside the United States.

(c) On Phonograph Records sold outside the United States and Canada, the rate for each Controlled Composition will be one hundred percent (100%) of the minimum statutory royalty rate (without regard to playing time) in the country concerned under that country's applicable copyright law or other law or regulation dealing with the reproduction of a Composition on Phonograph Records, as of the earlier of (1) the date of Delivery of the Album (or other recording project), or (2) the date upon which the Album (or other recording project) was required to be Delivered hereunder. If no statutory rate exists in the country concerned,

then the rate will be one hundred percent (100%) of the lowest mechanical royalty rate prevailing on an industry-wide basis in the country concerned on the applicable date specified in the preceding sentence with respect to Compositions on like Phonograph Records.

11.03 With respect to each Phonograph Record for which we are obliged to pay less than the full royalty rate under Article 9 (e.g., premium Records), the mechanical royalty rate for Controlled Compositions on those Records will be seventy-five percent (75%) of the USMR and CMR.

11.04 The maximum aggregate mechanical royalty for all Compositions, including Controlled Compositions, contained on a Phonograph Record for sale in the United States or Canada will not exceed eleven (11) times the USMR or CMR (whichever is applicable) for Albums, five (5) times the USMR or CMR (whichever is applicable) for EPs, and two (2) times the USMR or CMR (whichever is applicable) for Singles and other non-Albums, regardless of the number of Compositions thereon. This paragraph will apply equally to the ROTMR for each other country, if permitted under the law of the country concerned. If the aggregate mechanical royalty for all Compositions embodied on any Phonograph Record hereunder exceeds the applicable maximum aggregate mechanical royalty herein set forth for that Phonograph Record, then the aggregate mechanical royalty for the Controlled Compositions on that Phonograph Record, if any, will be reduced by an amount equal to the excess. If, even after such reduction, the aggregate mechanical royalty for that Phonograph Record exceeds the aggregate mechanical royalty set out herein, then, you will, upon our demand, pay us or our licensees an amount equal to the additional mechanical royalties payable as a result of that excess. We may, in addition to all of our other rights and remedies, deduct that amount from any monies payable by us to you under this agreement or otherwise.

11.05 We will have the right to retain, as a reserve against charges, credits, bad debts, and returns, such portion of mechanical royalties as we deem appropriate in our reasonable judgment. If we make any overpayment of mechanical royalties, you will promptly reimburse us for it upon our demand. In addition, we may then, to all of our other rights and remedies, deduct such overpayment from any monies payable by us to you under this agreement or otherwise. If we pay any mechanical royalties on Phonograph Records that are later returned, these royalties will be considered overpayment made by us to you and repayable in accordance with this paragraph 11.05.

11.06 If the copyright in any Controlled Composition is owned or controlled by a Person other than you or your designee or Artist or Artist's designee, you will cause that Person to grant to us, or our designee, the same rights as you are required to grant to us, or our designee, for Controlled Compositions pursuant to this Article 11. This will apply equally to any assignment of the copyright or ownership or any other rights in or to Controlled Compositions.

11.07 We will compute mechanical royalties as of the end of each calendar quarter period in which there are sales or returns of Phonograph Records on which mechanical royalties are payable to you. Within forty-five (45) days of the end of each such quarter annual period we will send a statement covering those mechanical royalties and will pay any net royalties which are due. Paragraphs 10.06 and 10.07 will apply to all mechanical royalty accountings.

11.08 You will, upon our request, cause the issuance to us or our designee of mechanical licenses, whether a first use or otherwise, to reproduce on Phonograph Records Compositions which are not Controlled Compositions and to distribute Phonograph Records throughout the United States and Canada. You will use reasonable efforts to obtain licenses covering those Compositions for our benefit on the same terms as those which apply to Controlled Compositions under this Article 11. In all events, those licenses will be on terms and

rates no less favorable to us or our designee than those contained in the standard mechanical license issued by the Harry Fox Agency, Inc., or any successor, with respect to Phonograph Records distributed in the United States and by CMRRA, or any successor, with respect to Phonograph Records distributed in Canada; provided, however, that in no event will these rates exceed one hundred percent (100%) of the applicable minimum statutory rates set out in paragraph 11.02 above or, if none, one hundred percent (100%) of the lowest rate prevailing in the country concerned on a general basis with respect to the use of Compositions on Phonograph Records. You will also, upon our request, cause the issuance to us or our designee of mechanical licenses to reproduce Compositions that are not Controlled Compositions on Phonograph Records outside the United States and Canada on terms that are no less favorable than those set out in paragraph 11.02 above. If there is any mechanical license for any Composition not granted on the terms set forth in this Article 11, we may, in our sole discretion, treat the Master as not satisfactorily Delivered.

11.09 If any Composition is embodied more than once on a particular Phonograph Record, whether on remixed versions or otherwise, we will pay mechanical royalties at the applicable rates as if that Composition was embodied only once on the particular Phonograph Record.

11.10 You hereby grant us the right to reprint and transmit the lyrics of each Controlled Composition on the jackets, sleeves, and other packaging of Phonograph Records and in advertising material in connection with Phonograph Records, at no cost.

11.11 Mechanical royalties will be payable on Net Sales only. No mechanical royalties or other payments for the use of Controlled Compositions will be payable with respect to: (a) Compositions that are less than two (2) minutes in duration or consist of non-musical or spoken word material, (b) the audiovisual component of any CD-ROM Record or other interactive audiovisual New Media Record that is intended primarily for audio-only playback, including without limitation any so-called "enhanced CD" or "CD-Plus" and/or (c) any Audiovisual Record that is packaged with and intended primarily as a so-called "bonus" or "value-added" component to a primarily audio Record (e.g., a bonus DVD packaged with an audio Record, a double-sided CD/DVD with audiovisual content on one side, and/or a so-called "Dual Disc").

11.12 You warrant and represent that the "Schedule of Publishers" annexed to this agreement is a complete list of the music publishers in which you have a direct or indirect interest. You will notify us promptly in the event of any changes affecting the accuracy of such schedule.

11.13 In respect of a Multiple Album, the maximum mechanical royalties under paragraph 11.04 will be increased in the same ratio as the Royalty Base Price for the Multiple Album in the format concerned bears to the Royalty Base Price of a single unit Album in that format, subject to a limit for mechanical royalty payments of one hundred and fifty percent (150%) of the maximum mechanical royalty set forth in paragraph 11.04.

11.14 (a) (1) For Controlled Compositions you grant to us and our designees, at no fee, royalty or other cost to us or our designees (except as provided in section 11.14(a)(2)), the irrevocable, non-exclusive, worldwide right to reproduce each Controlled Composition on Audiovisual Recordings, to reproduce, transmit, and distribute those Audiovisual Recordings, to perform them in any manner (including, without limitation, publicly and for profit), to manufacture and distribute Audiovisual Records containing them, and to otherwise exploit them, in any manner and through any medium now or hereafter known, and to authorize others to do so.

(2) Mechanical royalties will be payable to you for uses of Controlled Compositions on Audiovisual Records sold by us or our designee, on Net Sales only, at a rate equal to four percent (4%) of the Royalty Base Price for the Audiovisual Record concerned multiplied by a fraction, the numerator of which is your aggregate share of the Controlled Compositions on the Audiovisual Record and the denominator of which is the total number of Compositions on the Audiovisual Record; provided, however, that we may, at our election, compute such royalty by multiplying the otherwise applicable royalty rate by a fraction, the numerator of which is the playing time of your aggregate share of the Controlled Compositions on the Audiovisual Record concerned and the denominator of which is the total playing time of the Audiovisual Record concerned. If we or our designee licenses the right to sell any such Audiovisual Records, we will pay you a mechanical royalty on such use of Controlled Compositions in the amount of ten percent (10%) of our Net Receipts, as prorated pursuant to the preceding sentence.

(b) For non-Controlled Compositions, you will ensure that we are granted a license for the use of each such Composition on Audiovisual Recordings upon the same terms as set out above for Controlled Compositions. If there is any mechanical or other income paid to a third party in excess of the rates applicable to Controlled Compositions, then, in addition to all our other rights or remedies, we may deduct the amount of such excess from any monies payable by us or our affiliates under this agreement or otherwise.

(c) The mechanical royalty payable by us or our designees in respect of Audiovisual Records will be calculated, computed, and paid in accordance with the applicable provisions of this Article 11.

11.15 If a Person not in any of the categories referred to in paragraph 19.07 holds a joint copyright ownership interest with you in a Controlled Composition (the "Independent Interest"), we will have the right, at our discretion, to pay or credit directly to that Person a share of the mechanical royalties payable with respect to the Independent Interest in the Controlled Composition on the basis of the full amount of the statutory rate applicable thereto. The difference between the total amount paid or credited on that Controlled Composition and the amount that would have been payable on it if there were no Independent Interest will be deducted from your mechanical royalty on that Controlled Composition. If such difference exceeds your mechanical royalty on that Controlled Composition, the excess will be recoupable from all mechanical royalties otherwise payable by us to you or on your behalf.

11.16 No mechanical royalties will be payable in respect of arranged versions of Compositions in the public domain, provided that if any major performing rights society (e.g., BMI or ASCAP) accords regular performance credit in respect of any such arrangement, then we will pay mechanical royalties on that Composition according to the same ratio used by the applicable major performing rights society in determining the performance credit. You will provide us with satisfactory evidence of the ratio before we are obliged to pay any mechanical royalties; upon our receipt of the foregoing, such royalties shall be payable on a prospective basis only starting with the next calendar quarter following such receipt.

12. AUDIOVISUAL RECORDINGS

12.01 Upon our request, you will appear for the making of Audiovisual Recordings embodying the your Performances, including, but not limited to, so-called short form promotional videos ("Promotional Videos") and long-form commercial videos (e.g., concert videos, conceptual videos, and live videos) ("Commercial Videos") on the following terms:

(a) We shall be mutually agree upon all aspects of the recording of Audiovisual Recordings excluding the budget for Audiovisual Production Costs, including but not limited to the Compositions which will be embodied in the Audiovisual Recordings, the producer and director of the Audiovisual Recordings, all other individuals rendering services in connection with the production of the Audiovisual Recordings, the storyboard and script for the production of the Audiovisual Recordings, and the locations at and the dates on which the Audiovisual Recordings will be produced (the "Audiovisual Production Elements") or, at our request, you will submit to us for our approval one (1) or more Audiovisual Production Element(s). Notwithstanding the foregoing, in the event that you and Company cannot agree our decision will be final.

(b) We will pay the Audiovisual Production Costs of the Audiovisual Recordings in an amount not in excess of a budget approved by us in writing unless such excess is a result of Company's acts or omissions or any third party engaged by Company. The Audiovisual Production Costs will constitute Advances, except as otherwise specifically provided in paragraph 12.04 below. If the Audiovisual Production Costs exceed the budget approved by us in writing, or if you delay the commencement of or are not available for any scheduled appearance by you relating to the production of the Audiovisual Recordings for any reason whatsoever, you will, upon our demand, pay to us an amount equal to the expenses or charges paid or incurred by us by reason thereof. We may, without limiting our other rights and remedies, deduct that amount from any monies payable by us under this agreement or otherwise.

(c) You will fully cooperate with us and our designees, and you will perform to the best of your ability, both visually and aurally, in connection with the production of the Audiovisual Recordings.

(d) During each Contract Period, we may require you to perform for the purpose of making the following Audiovisual Recordings: (i) one Promotional Video for each Single released by us during that Contract Period, and (ii) one Commercial Video consisting of a compilation of all or some of the Promotional Videos referred to clause (i) above plus such additional interview, rehearsal, and backstage footage and other wraparound material (collectively, the "Wraparound") as we deem appropriate.

12.02 In addition to your obligations hereunder with respect to Compositions and your obligations hereunder with respect to producers and directors, you will be solely responsible for and will pay any and all royalties or other sums payable to any other Person, including, without limitation, you and any labor unions or guilds, arising from the exploitation in any manner of Audiovisual Recordings. If we or our designee pay any such royalties or other sums, you will, upon our demand, pay to us the amount thereof and we may, in addition to all of our other rights and remedies, deduct that amount from any monies payable by us under this agreement.

12.03 You will not receive any payment with respect to any exploitation or use whatsoever made of any Audiovisual Recording, or parts thereof, for advertising and promotional purposes. Without limiting the foregoing, we will have no obligation to pay you any monies in connection with the production and/or commercial exploitation of Audiovisual Recordings, except as otherwise expressly provided in Article 9 and, if applicable, Article 11.

12.04 Fifty percent (50%) of the first Two Hundred Thousand Dollars (\$200,000) of Audiovisual Production Costs incurred in connection with any Promotional Video (i.e., up to One Hundred Thousand (\$100,000) per Promotional Video) will not be recoupable from royalties otherwise payable to you on sales of audio-only Phonograph Records. All other

Audiovisual Production Costs, as well as all artist development costs (which shall be recoupable in accordance with subparagraph 8.03(c) above without regard to the preceding sentence), will be recoupable from all royalties (other than mechanical royalties) otherwise payable to you or on your behalf under this agreement.

13. WARRANTIES, REPRESENTATIONS AND COVENANTS

13.01 You hereby warrant, represent and agree as follows:

(a) You have the right and power to enter into this agreement, to grant the rights granted by you to us hereunder, and to perform all of the terms hereof. We will not be required to make any payments to any Person for or in connection with the acquisition, exercise or exploitation of rights by us hereunder, except as specifically set out in this agreement. You have not and will not do anything or permit any Person to do anything that might curtail or impair any of the rights herein granted to us. You will use your best efforts, skill, knowledge and expertise to perform your obligations hereunder.

(b) During the Term, at our request, you will become and remain a member in good standing of any labor union or guilds with which we may, at any time, have an agreement lawfully requiring your membership.

(c) At our election, all recording sessions for the Masters will be conducted in all respects in accordance with the terms of the American Federation of Musicians Phonograph Record Labor Agreement, of the AFTRA Code for the Phonograph Industry, and of the agreements with all other labor unions and guilds having jurisdiction over the recording of the Masters.

(d) To the extent of your contribution, no Materials will be encumbered, restricted, or burdened, will violate any law, or will violate or infringe upon the rights of any Person, including, without limitation, contractual rights, intellectual property rights (e.g., copyrights, moral rights, and trademark, tradename, service mark, and similar rights), and rights of libel, defamation, slander, publicity, and privacy. "Materials" will mean (1) the Masters and any part thereof; (2) the Artist's and your Name and Likeness; (3) all Controlled Compositions and all other Compositions; (4) Marketing Materials (as defined in paragraph 6.04), and (5) all other materials, ideas or other properties furnished or designated by you or any independent producer and embodied on or contained or used in connection with the Masters or the packaging, sale, distribution, advertising, publicizing, or other exploitation of the Masters.

(e) There are no Master Recordings embodying your Performances which have heretofore been commercially released in the Territory on Phonograph Records, except as set out in the Schedule of Prior Masters. Neither you nor any Person, other than us, has the right to use any existing Masters for any purpose whatsoever, except as set out in the Schedule of Prior Masters.

(f) You will not at any time, directly or indirectly, give, or offer to give any consideration of any kind to any radio or television station or network, to any employee thereof, or to any person, firm or corporation controlling or influencing that station's or network's programming for the purpose of securing the broadcast or promotion of any Phonograph Records hereunder. Without limiting the foregoing, you will comply with Sections 317 and 507 of the Federal Communications Act of 1934, as amended.

(g) Without limiting your obligations under Article 11, we will be able to acquire a first use or other mechanical license and synchronization license (where applicable)

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in respect of all Compositions embodied upon Masters to enable us to exploit such Masters and Phonograph Records embodying Masters.

(h) You are a United States citizen over the age of majority and resident in the United States for tax purposes.

(i) You have not accepted or agreed to accept, and you will not accept or agree to accept (whether directly or indirectly) from anyone other than us, any money, service(s) and/or other consideration for the inclusion of any materials, lyrics or other matter in any Master, without our prior written consent in each instance (which may be withheld for any reason in our discretion).

13.02 Our acceptance, use and/or exploitation of any Master(s) and/or Material(s) does not constitute a waiver of any of your warranties, representations and agreements.

14. RECORDING AND RELATED RESTRICTIONS

14.01 During the Term, you will not enter into any agreement or make any commitment which would interfere with your full and prompt performance of any of your obligations under this agreement, and you will fully and promptly perform your obligations hereunder. During the Term, you will not perform for or render services in connection with the recording of any Master Recordings for any Person other than us. After the expiration of the Term, you will not perform any Composition recorded under this agreement for any Person other than us for the purpose of making Phonograph Records or for the purpose of broadcasting, transmitting, distributing, or otherwise exploiting such performance for a period (the "Restriction Period") from the end of the Term until the date five (5) years after the end of the Term.

14.02 Without limiting the generality of paragraph 14.01, you will not at any time manufacture, distribute, transmit, sell, or authorize or permit the manufacture, distribution, transmission or sale by any Person other than us, of Phonograph Records or Online Transmissions embodying (a) any Performance rendered by you prior to or during the Term or (b) any Performance rendered by you after the Term of a Composition recorded hereunder if that performance was rendered during the Restriction Period applicable to that Composition. Furthermore, you will not record or authorize or knowingly permit to be recorded for any purpose any such performance without in each case taking reasonable measures to prevent the manufacture, distribution, transmission, or sale at any time by any Person other than us of that Performance or of Phonograph Records embodying that Performance. Without limiting the generality of the foregoing, if during the Term you perform any Composition, or if after the Term you perform any Composition during the Restriction Period applicable thereto, you will not authorize or knowingly permit that Composition to be recorded unless pursuant to a written contract containing an express provision that neither that performance nor the recording thereof will be used directly or indirectly for the purpose of making, distributing, transmitting, or selling at any time by any Person other than us of that Performance or of Phonograph Records embodying that Performance. Upon our request, you will cooperate fully with us in any controversy which may arise or litigation which may be instituted relating to our rights pursuant to this paragraph.

14.03 If you become aware of any unauthorized recording, manufacture, distribution, transmission, sale or other activity by any Person contrary to the restrictions in this agreement or in violation of any of our rights under this agreement, you will notify us of same and you will cooperate with us in any action or proceeding we commence against such Person.

14.04 Intentionally deleted.

14.05 During the Term and throughout the Territory, you will not allow the Artist's Name or Likeness (as defined in paragraph 6.01) to be used in connection with Records and/or Online Transmissions related to Records, you, or Masters, other than to the extent that you have, prior to the commencement of the Term, granted to another Person the right to do so and have notified us of the same in the Schedule of Prior Masters.

14.06 During the Term, you will not render any musical performances (audiovisual or otherwise) for the purposes of making any motion picture, television production or other audiovisual work ("Picture") for any Person other than us. No other Person will be authorized to produce, distribute, exhibit, transmit, or otherwise exploit any Picture which contains any musical performance (audiovisual or otherwise) by you.

14.07 Nothing contained in this agreement will prevent or prohibit you from performing as a "sideartist", "session singer", or producer for the making of Master Recordings for any Person, provided that:

(a) you have fulfilled all of your past obligations to us and are not currently in breach of this agreement, and the engagement does not hinder, delay, or interfere with the full and prompt performance of your current and future obligations to us;

(b) the Master Recording is not released as a Single anywhere in the Territory and does not contain any Compositions that you have recorded for us, unless otherwise agreed to between you and Company;

(c) any Master Recording produced by you does not also contain a "sideartist" performance by you;

(d) you will not perform as a "solo" artist, perform a "step out" performance, perform a duet with another artist, or receive cover or label credit or credit as a "featured" artist, unless otherwise agreed to between you and Company;

(e) your picture, portrait, or likeness is not used for any reason, your name is used only on the liner of such Phonograph Records in the same place, size, color, and style as that accorded other sideartists or producers, as applicable, and for no other reason (including, without limitation, on the front covers of Album containers, on sleeves or labels used for Singles, or in videos, advertising, publicity or any other form of promotion or exploitation), without our written consent; and

(f) a readable sideartist credit is given to Konvict Entertainment, LLC/Jive Records in customary form.

Before you accept any such sideartist engagement, you will notify us of the name of the Person for whom the recordings are being made and the Record company which will have the right to distribute the Records.

15. GUARANTEED COMPENSATION

15.01 (a) We guarantee that you will have received no less than the Minimum Compensation (as defined below) for each of the first seven (7) Contract Years for your services under this agreement. "Contract Year" means the twelve (12) month period beginning on the date of commencement of the Term and each subsequent twelve (12) month

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period during the continuance of the Term beginning on the anniversary of that commencement date. Each such payment made by us will constitute an Advance and will be applied in reduction of any and all monies subsequently becoming due to you under this agreement.

(b) "Minimum Compensation" means the following amount of monies paid by us to you arising from this agreement (including, but not limited to Advances, royalties and merchandising income):

First Contract Year: Nine Thousand Dollars (\$9,000).

Second Contract Year: Twelve Thousand Dollars (\$12,000).

Third through Seventh Contract Years: Fifteen Thousand Dollars (\$15,000) for each Contract Year.

If the Term ends before the last day of a Contract Year, the Minimum Compensation will be reduced proportionately for the purpose of computing the payments to be made under this paragraph for that Contract Year.

(c) Minimum Compensation paid in any Contract Year in excess of the amount specified above will apply to reduce the Minimum Compensation otherwise required above to be paid in any subsequent Contract Year. In the event the total monies paid to you under this agreement as of thirty (30) days prior to the end of the applicable Contract Year is less than the Minimum Compensation for that Contract Year, you will give us written notice containing specific reference to this paragraph 15.01 and specifying the amount of such deficiency. Such notice may be given no earlier than sixty (60) days nor later than twenty (20) days prior to the expiration of the Contract Year concerned. Promptly after our receipt of such notice, we will pay such deficiency, which payment will be deducted from any monies otherwise due you under this agreement.

(d) You will acknowledge that this paragraph is included to avoid compromise of our rights (including our entitlement to injunctive relief) by reason of a finding of applicability of California law, but does not constitute a concession by us that California law is actually applicable. Any failure by us to make the payments referred to in this paragraph 15.01 will not constitute a breach of this agreement.

(e) If, at any time during the Term, any modification shall be made in the applicable California Statute so as to raise the minimum Contract Year compensation above the compensation for the particular Contract Year for which such amount is being applied, we shall have the right, in our sole discretion and by written notice to you to either: (a) delete this paragraph from this agreement; or (b) increase the compensation hereinabove stated to the new statutory amount, and such election will be effective upon our giving such notice to you.

16. INDEMNIFICATION

16.01 You agree, during and after the Term, at your sole expense, to defend, indemnify, and hold us, our parents, affiliates, successors, licensees, assigns, and the officers, directors and employees of the foregoing, free and harmless from and against any and all liability, loss, third party claim, cost, damage, demand, or expense (including attorneys' fees and other legal expenses) ("Liabilities") occasioned by or arising out of any claim, demand or action arising out of this agreement or any other acts or omissions pertaining to you, provided that the claim concerned is settled or results in a final judgment in a court of competent jurisdiction against us or our Licensees. You will reimburse us promptly, on demand, for any and all

Liabilities made or incurred by us to which this indemnity applies. Pending final determination of any claim, demand or action, we may withhold sums due to you in an amount sufficient to cover the anticipated Liabilities, unless you obtain a surety bond acceptable to us in our sole discretion, with us as the sole beneficiary, in an amount sufficient in our reasonable judgment to cover such anticipated Liabilities. If no claim, demand or action is commenced within one (1) year following the date that the applicable claim, demand or action was first received by us in writing and if no settlement discussions are taking place, then we will release sums so withheld, unless we, in our sole, reasonable judgment, believe an action will be filed. We will give you prompt notice of any lawsuit instituted hereunder, and you will have the right to participate in the defense, at your sole cost, with counsel of your choice, but we will have the right at all times to control and maintain control of the conduct of the defense and the selection of our counsel. You will cooperate fully with us in any controversy or litigation that may arise with third parties concerning this agreement or any of our rights hereunder. This indemnity will in no way limit our other rights or remedies against you, whether under this agreement or at law or equity in general. Any monies owing by you or to be withheld under this Article 16 may be deducted, set-off, and recouped from any monies due or becoming due to you under this agreement, including without limitation royalties payable to you in connection with Controlled Compositions, and/or any monies (other than mechanical royalties) due or becoming due to you under this agreement.

16.02 If any claim involving any subject matter referred to in paragraph 16.01 has not been settled or resolved by a final judgment against us or our Licensees, you will reimburse us for fifty percent (50%) of the expenses actually incurred by us and our Licensees in connection with that claim. If we pay more than Five Thousand Dollars (\$5,000) in settlement of any such claim, you will not be obligated to reimburse us for the excess unless you have consented to the settlement, except as provided in the next sentence. If you do not consent to any settlement proposed by us for an amount exceeding Five Thousand Dollars (\$5,000), you will not be required to reimburse us for the amount paid in connection with that settlement if you make bonding arrangements, satisfactory to us in our reasonable discretion, to assure us of reimbursement for all damages, liabilities, costs and expenses (including legal expenses and attorneys' fees) which we or our Licensees may incur as a result of that claim; otherwise, you will be required to reimburse us for the full amount paid in connection with that settlement.

17. SUSPENSION AND TERMINATION

17.01 In the event of the occurrence of an Event of Default (as defined in paragraph 17.02), we will, at our election by notice to you, have the right to exercise any and all of the options specified below, without prejudice to any other rights or remedies to which we may be entitled under this agreement or generally at law or equity.

(a) To suspend the running of the Term and the payment of monies under this agreement for all or part of the duration of such Event of Default. Unless we notify you otherwise, the Contract Period in which that Event of Default commenced will be automatically extended by a number of days equal to the total number of days of the suspension plus an additional ninety (90) days or such fewer number of days as we will advise you in writing. No suspension will suspend or otherwise impair in any manner our rights or your obligations under this agreement;

(b) To terminate this agreement (whether or not you have commenced curing the default before such termination), in which event we will have no obligations or liabilities to you under this agreement except our obligations, if any, for Masters Delivered prior to that termination. If we so terminate this agreement, you will pay us, on demand, an amount equal to any unrecouped Advances paid to you in connection with any

Album (or other recording project) not fully Delivered to us. We will continue to own all Masters made prior to termination of this agreement pursuant to Article 5;

(c) To reduce the number of Masters required to be Delivered to fulfill the Recording Commitment for the Contract Period concerned, whereupon the applicable Advance will be reduced by a fraction, the numerator of which is the number of Masters we require to fulfill the Recording Commitment for that Contract Period and the denominator of which is the number of Masters previously required to fulfill the Recording Commitment for that Contract Period. Nothing contained herein will result in us waiving any right to exercise an option for a second Album or other further Recording Commitment in that Contract Period or for the Best Of Masters; and

(d) Intentionally deleted.

17.02 Each of the following will constitute an event of default ("Event of Default") under this agreement:

(a) If for any reason whatsoever other than due solely to our acts or omissions: (1) you do not fulfill any portion of your Recording Commitment within the time limits set forth in Article 3; (2) your health, voice or playing ability becomes impaired; (3) you are convicted of a criminal offense deemed a felony; (4) you longer seriously pursue a career as an entertainer; (5) you attempt to assign this agreement; or (6) you refuse, neglect, fail, breach, are unable to, or otherwise do not comply with any of your other obligations hereunder;

(b) If you: (1) commence a voluntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect; (2) consent to the entering of an order for relief in any involuntary case under such law; (3) consent to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or similar appointee) for you or for any substantial part your property; (4) make an assignment for the benefit of creditors; or (5) take any act in furtherance of any of the foregoing; or

(c) If a court having jurisdiction over your affairs or property: (1) enters a decree or order for relief in respect of you or any of your property in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect; (2) appoints a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or similar appointee) for you or for any substantial part of your property; (3) orders the winding up or liquidation of your affairs; and such decree or order remains not stayed and in effect for a period of fifteen (15) consecutive days.

You will notify us promptly after the occurrence of any Event of Default described in clauses (2), (3), or (4) of subparagraph 17.02(a) above or in subparagraph 17.02(b) or (c) above.

17.03 We reserve the right (without prejudice to any other right or remedy which we may have under this agreement or otherwise) at any time to suspend the running of the then-current Contract Period if, by reason of any act of God, fire, earthquake, strike, civil commotion, act of government or any order, ruling or action of any labor union or association of performers, failure of technical facilities, failure or delay of transportation facilities, terrorism, or causes of any other nature not reasonably within our control and affecting you or us or the recording industry in general, we are hampered in the production of Masters or in the manufacture, distribution, or sale of your Records or our normal business operations become commercially impractical for any reason. Any suspension will commence upon us giving you notice or, if such contingency renders us unable to give you notice, thirty (30) days after the commencement of such contingency. Such suspension will last for the duration of such

contingency, but in the event that such contingency applies to us alone and not the recording industry in general, then the duration will in no event be longer than nine (9) months. Notwithstanding the foregoing, we may elect (without limitation of or prejudice to any other rights or remedies which we may have under this agreement or otherwise) by giving notice to you at any time prior to the end of such suspension, to extend the applicable Contract Period by adding to what would otherwise be the end of such period of suspension a further period of thirty (30) days. We shall not suspend our obligations under Article 10 of this agreement due to the occurrence of a Force Majeure Event unless such Force Majeure Event actually hinders our ability to account and make payments to you in accordance with such Article 10.

17.04 The exercise or not of any of our options under this Article 17 will not limit our right to exercise any other option under this Article 17 or our rights or remedies to recover damages or obtain injunctive relief; or otherwise, as a result of your default. You confirm that your services are of special, unique, unusual, extraordinary and intellectual character involving skill of the highest order which gives them a peculiar value, the loss of which cannot be reasonably compensated for by damages in an action at law. You acknowledge that your failure to perform your services exclusively for us under this agreement may cause us irreparable injury. You further acknowledge that even a threatened breach by you would cause us immediate and irreparable harm, including harm to our goodwill and valuable reputation in the entertainment industry, for which we would not have an adequate remedy at law. You acknowledge and confirm that we will therefore be entitled to seek a temporary restraining order and preliminary and permanent injunctions to enforce the provisions of this agreement and to prohibit you from performing any services contemplated by this agreement for any Person other than us. Nothing contained in this paragraph 17.04 will preclude you from opposing any application for injunctive relief based on your contest of the facts alleged by us in support of the application. You waive the right to demand our posting of a bond in excess of Five Thousand Dollars (\$5,000) in connection with our seeking injunctive relief.

17.05 If we refuse, without any Event of Default by the you or other cause, to permit you to fulfill your Recording Commitment, we will have no obligation or liability to you in connection therewith, unless: (a) we receive notice from you of your intent to fulfill your Recording Commitment for that Contract Period within ninety (90) days after our refusal, and (b) within sixty (60) days after our receipt of that notice, we fail to advise you in writing that we will permit you to fulfill your Recording Commitment for that Contract Period. If we fail to advise you in writing that we will allow you to fulfill your Recording Commitment for that Contract Period, the Term will expire as of the end of that sixty (60) day period and we will have no obligations or liabilities to you whatsoever in connection with our failure to permit you to fulfill your Recording Commitment for that Contract Period, except as provided in this paragraph 17.05. We will pay you promptly after the expiration of that sixty (60) day period an Advance equal to the minimum applicable Advance for the immediately preceding Recording Commitment Album (the "Master Payment"). Notwithstanding the foregoing, in no event will the Master Payment be more than Twenty Thousand Dollars (\$20,000) in the aggregate. In addition, the Master Payment will be reduced by the amount of any Advances previously paid or incurred by us on your behalf for the Album (or other recording project) of the Recording Commitment that we did not permit you to complete.

18. PRODUCER AND OTHER OBLIGATIONS

18.01 You will be solely responsible for and will pay all royalties and other compensation which may be payable to any producers, mixers, and remixers of the Masters and to any other Persons rendering services in connection with the recording of the Masters (the "Participant(s)"). Your responsibility will include, but not be limited to, furnishing the producers

of the Masters (subject to paragraph 4.01) and you will be solely responsible for engaging and paying such producers. You will provide us promptly with an original copy of a so-called "producer declaration" (in form and substance satisfactory to us, in our sole discretion) signed by the producer prior to such services commencing, and we will be entitled to prohibit any recording session from starting until such producer declaration has been furnished to us and its terms approved by us.

18.02 (a) Notwithstanding the foregoing, we may, if we determine to do so, enter into an agreement with any Participant providing for the payment by us, rather than you, of advances, royalties, or other compensation to the Participant with respect to Masters recorded hereunder. In that event, we may deduct and recoup any amounts payable by us to that Participant from any royalties or other sums payable by us hereunder. Each advance payable by us to a Participant will constitute a Recording Cost for the Album concerned.

(b) Solely as an accommodation to you, we shall accept letters of direction in a form acceptable to us authorizing us to pay and account to producers of Master Recordings Delivered pursuant to your Recording Commitment, on your behalf, provided: (i) we have approved in writing in advance the terms of your agreement with such producer (including, without limitation, the amount of the advance and royalties payable to such producer); (ii) the royalties payable to such producer shall be computed, adjusted and paid in the same manner and on the same basis as royalties payable to you hereunder; (iii) the royalties payable to such producer shall be payable retroactive to the first Record sold, after recoupment of all Recording Costs incurred in connection with the Album (or other recording project) concerned at the net artist rate (i.e., your all-in royalty less all third-party royalties (including, without limitation, royalties to all producers, mixers and re-mixers)); and (iv) all advances, royalties and other amounts payable to such producer shall be deducted from any and all monies payable or becoming payable to you under this agreement. Our compliance with any such letter of direction will constitute an accommodation to you alone, and will not constitute any producer a beneficiary of or party to this agreement or any other agreement between you and us. All payments to such producer will constitute payment to you and we will have no liability by reason of any erroneous payment we may make under or failure to comply with any such letter of direction. You will indemnify and hold us harmless (in accordance with Article 18 above) against any claims asserted against us and any damages, losses or expenses incurred by us by reason of any such payments or otherwise in connection with such letters of direction. Notwithstanding the foregoing, we shall not be required to act on any such letter of direction and pay any such producer royalties due at any time when your account hereunder is not in a fully recouped position.

18.03 You acknowledge that we have agreements with producers, that such producers may supply services to you, and that, in such event, we will, at your request, advise you of the royalty rate and advance, if any, that the producer will obtain for that producer's services. Such royalty and advance will be within general industry practices for producers of a like standing. You will be responsible for paying such producers in accordance with paragraph 18.02.

19. DEFINITIONS

19.01 "Advance" or "Advances" means a prepayment of royalties recoupable by us from royalties (other than mechanical royalties) and all other monies otherwise payable to the Artist or you or on the Artist's or your behalf by us pursuant to this agreement or any other agreement between the Artist, you, or another Person acting on the Artist's or your behalf and us or an affiliate of us.

19.02 "Album" means a Phonograph Record (other than Audiovisual Record) containing not fewer than ten (10) different Sides of no fewer than thirty-eight (38) minutes in duration, sold in a single package.

19.03 "Audiovisual Production Costs" means any and all costs and expenses, whatsoever or howsoever arising, paid or incurred in connection with the production and duplication of Audiovisual Recordings, and will include, but not be limited to, all payments which are made by us to any Persons other than you who render services in connection with the production of the Audiovisual Recordings and/or Audiovisual Record concerned, all other payments which are made by us pursuant to any applicable law or regulation or the provisions of any collective bargaining agreement between us and any union or guild (including, without limitation, payroll taxes and payments to union pension and welfare funds), rights acquisition costs, and all amounts paid or incurred by us for studio, hall, location or set rentals, tape, film, other stock, engineering, editing, mastering and re-mastering, authoring, instrument rentals and cartage, transportation and accommodations, immigration clearances, and any so-called "per diems" for any individuals (including you) rendering services in connection with the production of the Audiovisual Recordings. To the extent permissible under applicable union agreements, you hereby waive any right to be paid union scale payments in connection with the production of Audiovisual Recordings.

19.04 "Audiovisual Record" means a Phonograph Record embodying Audiovisual Recordings (including, without limitation, magnetic recording tape, laser disc, video cassette, and video disc). Any CD-ROM Record or other interactive audio-visual New Media Record that is intended primarily for audio-only playback will not be deemed an Audiovisual Record.

19.05 "Audiovisual Recording" means every form of Master Recording embodying visual images.

19.05.1 "Budget Record" means: (a) if sold in the United States, a Phonograph Record at a "PPD" (as defined below) at least thirty-three and one-third percent (33.33%) lower than the PPD applicable to Top Line Records in the same configuration (e.g., analog cassette, compact disc or vinyl) or format (e.g., Album or Single) and embodying your Performances, or, if none, then such equivalent Top Line Record as designated by us; and (b) if sold outside the United States, a Phonograph Record designated by our Licensees in the territory concerned as a "budget", "low-price", or similarly priced Record.

19.06 "Commercially Release" means the date, sometimes referred to as the "street date", on which the Album (or other Record) concerned is first available and authorized by us or our Licensees for retail sale to consumers in the territory concerned.

19.07 "Controlled Composition" means a Composition that is: (a) written or composed by the Artist, you or any independent producer (i.e., a producer who is not an exclusive producer for us), in whole or in part; or (b) owned or controlled, in whole or in part, directly or indirectly, by the Artist, you, any independent producer, the Artist's or your manager or management company, or any Person connected therewith, or any Person which the Artist, you, or any independent producer controls or in which the Artist, you, or any independent producer has a direct or indirect interest, financial or otherwise.

19.08 "Delivery" means the actual receipt by Company (or such other person designated by us), at such location designated by us, of all applicable Master Recordings, all materials referred to in Article 4, and any other materials required by us to promote, advertise and release Phonograph Records embodying those Master Recordings and to manufacture Record covers and/or other packaging therefor. Delivery will not be deemed to have occurred

until such time as Company has confirmed to you that we have accepted the Master Recordings and Delivery has taken place.

19.09 "EP" means a Record (other than Audiovisual Record) embodying no fewer than four (4) different Sides and no more than nine (9) different Sides or a Record (other than Audiovisual Record) embodying ten (10) or more different Sides with a duration of less than thirty-eight (38) minutes.

19.10 "Inception of Recording" means the first recording of Performances and/or sound or vision with a view to the ultimate fixation of a Master and will include, but not be limited to, all rehearsal recordings, "outtakes", and alternative versions.

19.11 "Licensees" means any Person to whom we license any rights to Master Recordings, Phonograph Records, and/or Compositions, including, without limitation, our parent, subsidiaries, and affiliates, whether wholly or partly owned.

19.12 "Likenesses" means all likenesses, visual representations and Marks.

19.13 "Marks" means all logo(s) symbols, emblems, designs, service marks and trademarks.

19.14 "Master" means a Master Recording embodying the Artist's Performances recorded hereunder or during the Term.

19.15 "Master Recording" means every form of recording, whether now known or unknown, embodying sound or sound accompanied by visual images, by any method and on any substance or material, whether now or hereafter known, which may be used or is useful in the recording, production, or manufacture of Phonograph Records.

19.16 "Mechanical royalties" means royalties payable for the right to reproduce and distribute copyrighted Compositions on Phonograph Records.

19.16.1 "Message Master(s)" means Masters embodying material comprised of Artist's audio, visual and/or audiovisual messages and greetings.

19.17 "Mid-price Record" means: (a) if sold in the United States, a Phonograph Record at a PPD at least twenty percent (20%) lower but less than thirty-three and one-third percent (33.33%) lower than the PPD of Top Line Records in the same configuration (e.g., analog cassette, compact disc or vinyl) and format (e.g., Album or Single) and embodying your Performances, or, if none, then such equivalent Top Line Record as designated by us; and (b) if sold outside the United States, a Phonograph Record designated by our Licensee in the territory concerned as a "mid-price", "mid-line", or similarly priced Record.

19.18 "Multiple Album" means an Album containing two or more Records packaged as a single unit in any format (e.g., two or more vinyl Records, cassette tapes, or compact discs packaged as a single unit).

19.19 "Musical Composition" or "Composition" means a single composition, selection, or expression, musical or otherwise, irrespective of length. For the purposes of computing mechanical royalties under Article 11, a medley will constitute one (1) Composition.

19.20 "Name(s)" means all names and all derivatives thereof (including, without limitation, all legal, professional, and group names, whether presently or hereafter used).

19.21 "Net Receipts" means an amount equal to the gross sums received by us in the United States for and directly and specifically attributed, identified, and allocated to the license of any Master to a third-party Licensee (the "Gross Receipts"), less all costs paid or incurred by us, whether or not to a third party, in connection with the exploitation of those rights and the collection of Gross Receipts (including, without limitation, copyright payments and payments to any unions but excluding our overhead costs); and less all taxes and adjustments. Without limiting your obligations under Article 18, all royalties or other sums payable by us to any Person in connection with the exploitation of those rights, including, without limitation, royalties to producers and other royalty-bearing artists, will be deducted from your share of Net Receipts. Gross Receipts will not include: (a) any payments received by us pursuant to any statute or other legislation (including, without limitation, royalties for the public performance of Phonograph Records or for the sale of recording equipment or of blank cassettes or other blank recording media), except as expressly provided in the last sentence of subparagraph 9.03(f) above; and (b) any payments received by us pursuant to so-called "blanket licenses" (including, without limitation, performance licenses and video broadcast licenses) under which the Licensee is granted rights to all or a significant portion of our catalog of Master Recordings, websites, or other intellectual property.

19.22 "Net Sales" means gross sales for which we are paid, less returns, exchanges, errors in invoicing, and credits. Net Sales shall specifically exclude, without limitation, Phonograph Records furnished as free or bonus Phonograph Records to members, applicants, or other participants in any record club or other direct mail distribution method or any other Record for which that record club or other direct mail operation is not paid; "picture discs", colored or transparent vinyl Records, or other non-standard Records; Phonograph Records distributed for promotional purposes to radio stations, television stations or networks, record reviewers, or other customary recipients of promotional Phonograph Records; Phonograph Records distributed to our employees; "promotional sampler" Phonograph Records licensed or distributed for airlines background use or use on other transportation carriers; other so-called "sampler" Phonograph Records licensed or distributed by us; Phonograph Records sold as scrap-deletions, overstocks, or "cut-outs"; Phonograph Records intended for free distribution as "samplers" to automobile or audio equipment purchasers; Phonograph Records (whether or not intended for resale) distributed as Free Goods (as defined below); or Phonograph Records sold at less than fifty percent (50%) of their regular wholesale price, whether to distributors, sub-distributors, dealers or others, and whether or not the recipients thereof are affiliated with us. As used herein, "Free Goods" means: (a) free or bonus Records given away pursuant to sales plans; to the extent that Records hereunder are sold subject to any such sales plans that entail a selling price for such Records reduced by a percentage discount from our or our Licensee's price (i.e., before the application of the discount contemplated by any such sales plan), the number of such Records deemed to be Net Sales shall be determined by reducing the number of Records actually sold by the percentage of discount granted applicable to such sale; and (b) solely with respect to royalties payable pursuant to Article 11 above and with respect to the calculation of any sales-based escalations, thresholds or similar terms set forth in this agreement, a standard free good deduction equal to the following percentages of the gross total units distributed of the Record concerned: Fifteen percent (15%) for Records (other than Albums in the compact disc configuration, Audiovisual Records, Singles and Long-Play Singles); Twenty percent (20%) for Albums in the compact disc configuration and Audiovisual Records; and, Twenty Three and Eight Hundredths percent (23.08%) for Singles and Long-Play Singles. The calculation of Records deemed not sold pursuant to the terms of the foregoing clause (b) of the immediately preceding sentence shall be applicable whether or not any such discounts are, in fact, on the invoices or other type of billing document to customers.

19.23 "New Media Records" means Phonograph Records in the following configurations: DVDs, mini-discs, digital compact cassettes, digital audio tapes, laser discs, digital compact discs capable of bearing visual images (including, without limitation, CD-Plus,

so-called "enhanced" CD, and CD-ROM), digital downloads, and all other Records now known or hereafter devised, whether such Records are interactive (i.e. the user is able to access, download, choose, select, or manipulate the materials therein) or non-interactive, but specifically excluding audio-only compact discs.

19.24 "Normal Retail Channels" means Net Sales of Phonograph Records hereunder at a Top Line price through us or our principal distributor, in the country in question, for resale through record or other retail stores, expressly excluding, any and all sales and/or exploitations described in paragraphs 9.03.;

19.25 "Online Media" means any technology now known or hereafter devised that makes available to its users the ability to access, download, choose, select, or manipulate information, including without limitation the Internet-related proprietary systems (e.g., AOL and WebTV), whether delivered by cable, coaxial wire, copper wire, satellite, or other form of delivery now known or hereafter devised.

19.26 "Online Transmission" means the transmission, distribution, broadcast, stream, or other exploitation of audio and/or audiovisual materials through Online Media.

19.27 "Performances" means speech, singing, playing an instrument, programming, conducting or any other activity necessary or useful for the production of Phonograph Records or Master Recordings.

19.28 "Person" or "Party" means any individual, corporation, partnership, association, legal entity, and other organized group of persons, or the legal successors or representatives of the foregoing.

19.29 "Phonograph Record" and "Record" means every form of reproduction, whether now or hereafter known, embodying sound alone, sound accompanied by visual images, sound accompanied by graphic material, text and/or other materials (whether now or hereafter known and whether in an interactive format or otherwise), distributed and/or transmitted through any and all methods and/or manners, now or hereafter known (including, without limitation, by means of record, retail or other stores, television, radio, cable, satellite, Online Media and any other distribution, transmission or other channels, now or hereafter known), for any purpose or use, whether now or hereafter known (including, without limitation, for home use, school use, jukebox use, use in computer-driven or optical media, now known or hereafter developed, use in means of transportation or any other use); Phonograph Records specifically include, without limitation, vinyl discs of any speed or size, digital audio tapes, compact discs, reel-to-reel tapes, cartridges, cassettes, other pre-recorded tapes, laser discs, CD-ROM, so-called "enhanced CDs", digitally downloaded Master Recordings, so-called "dual discs", interchangeable memory devices used in toy music players (including so-called "Hit Clips"), and all other New Media Records.

19.30 "Prior Masters" means Master Recordings embodying the Artist's Performances recorded before the commencement of the Term.

19.31 "Recording Costs" means any and all costs and expenses, whatsoever or howsoever arising, paid or incurred in connection with the production of Masters and includes, without limitation, all minimum union scale payments and other payments made to any other individuals rendering services in connection with the recording of the Masters (including but not limited to the producer(s)), all other payments which are made pursuant to any applicable law or regulation or the provisions of any collective bargaining agreement between us and any union or guild (including, without limitation, payroll taxes and payments to union pension and welfare funds), all amounts paid or incurred for studio and hall rentals, vocal and

choreography training, and tape, engineering, editing, instrument rentals and cartage, all mixing, re-mixing, mastering, and re-mastering costs, and all costs of travel and accommodations, immigration clearances, trademark and service mark searches and clearances, and living expenses (including so-called "per-diems" for any individuals rendering services in connection with recording of the Masters).

19.32 Intentionally deleted.

19.33 "Royalty Base Price" means the applicable amount set forth below for the Phonograph Record concerned less all excise, sales and similar taxes, if any:

(a) (1) With respect to Records sold in the United States, the net wholesale price received by us (i.e., net of any allowances, rebates and/or other discounts, whether expressed in the published price to dealers ("PPD") or otherwise, provided, that in no event shall we deduct a particular allowance or price discount from both units and the wholesale price in a manner that results in deduction of the same amount twice; for purposes of illustration only, to the extent so-called "sales plan free goods" are deducted in the computation of Net Sales units, we shall not deduct the cost of such sales plan free goods when calculating the net wholesale price under this subparagraph 19.33(a)) for the Record concerned in the configuration concerned from time to time during the accounting period in which the sale occurs or, if a PPD exists we may, at our sole election, apply the PPD in lieu of the otherwise applicable net wholesale price; or (2) with respect to Records sold outside the United States, the Royalty Base Price means the net wholesale price or the PPD or constructed price, as applicable, of our Licensees in the particular country concerned.

(b) Notwithstanding anything to the contrary contained in subparagraph 19.33(a) above:

(1) For Phonograph Records sold for use as premiums or in connection with the sale, advertising, or promotion of any other product or service, the Royalty Base Price means the price on which we are paid less the costs incurred in connection therewith (including, without limitation, manufacturing costs and mechanical royalty expenses incurred in connection with the Phonograph Record concerned).

(2) For Phonograph Records sold by us or licensed by us for distribution via Online Transmission, telephone, satellite, cable, point of sale manufacturing, or any other means of direct transmission now known or hereafter devised, and for Phonograph Records sold by us directly to a consumer through direct response, the Royalty Base Price, at our sole election, will be either: (i) the amount received by us in the United States for and directly and specifically attributed, identified, and allocated to the Phonograph Record concerned less all third party agency, commission or similar fees, (ii) the same Royalty Base Price as the Royalty Base Price for the equivalent Records in audio-only compact disc form (or, with respect to Audiovisual Records, in VHS videotape form or, at our sole election, DVD form) at the time of transmission, or (iii) the Royalty Base Price for such Phonograph Records applicable under paragraph 19.33(a) above.

19.34 "Side" means a Master Recording of a continuous performance of a particular arrangement or version of a Composition, not less than three (3) minutes in playing time. For purposes of this Article 19, a Side will not constitute a "different Side" if it is a remixed or alternate version of any Side embodied on the Phonograph Record concerned.

19.35 "Single" means a Record (other than Audiovisual Record) embodying three (3) or fewer different Sides.

19.36 "Soundtrack Records" means a Record reproducing Masters forming part of or used in conjunction with the soundtrack of a motion picture film, television film, stage production or the equivalent.

19.37 "Term" means the First Contract Period (as defined in Article 2), together with each subsequent Contract Period (as therein defined) that becomes effective.

19.38 "Territory" means the universe.

19.39 "Theme Master" means a Master embodying a Composition based on an overall theme, such as a holiday or Christmas Composition.

19.40 "Top Line" Record means a Phonograph Record bearing the same SRLP as the majority or plurality of the Records distributed by us in their initial release cycles.

20. ASSIGNMENT

20.01 We may assign our rights and/or obligations under this agreement, in whole or in part, or this agreement in its entirety. Any rights or obligations of this agreement in its entirety may be similarly assigned by any assignee. We are hereby released from any liability hereunder to the extent of such assignment. We will give you notice in the event of an assignment of this agreement in its entirety.

20.02 You will not have the right to assign your rights or obligations or any monies due under this agreement, except as follows:

(a) You may assign royalties to be paid to you under this agreement, provided: (i) no more than one such assignment will be binding on us at any time, and if we are notified of more than one we will have the right to rely conclusively on priority of notice to us in according priority among them; (ii) each such assignment will be subordinate to our continuing right to apply all such royalties due or becoming due in recoupment of all Advances, loans and other offsets which may be recoupable from your royalties, including but not limited to those made under agreements entered into by us and you after the date of the assignment concerned; and (iii) no such assignment will be effective until it has been accepted in writing by us. Our such acceptance will not be unreasonably withheld.

(b) You may assign your rights under this agreement to a corporation, all of whose capital stock is owned solely by you, subject to the following conditions: (i) the assignment will not be effective until you have delivered to us an instrument satisfactory to us in our sole discretion effecting the assignment and the assignee's assumption of your obligations, and we have executed that instrument to evidence our approval of it; (ii) no such assignment will relieve you of your obligations under this agreement, and, if we so request, you will execute an inducement letter in our customary form; and (iii) if such an assignment takes place, any further transfer of the rights assigned will be subject to the same conditions.

21. NOTICES

21.01 All notices to be given to you under this agreement and all statements and payments to be sent to you under this agreement will be addressed to you at the address set forth on page 1 above or at such other address as you designate by notice to us. All notices to be given you (if any) will be addressed care of you at the address referred to in the preceding sentence. All notices to be given to us will be addressed to us at the address set forth on page 1

above or at such other address as we designate by notice to you. All notices will be in writing and will be given by personal delivery or by registered or certified mail (return receipt requested), all charges prepaid. Notices will be deemed given when personally delivered or mailed, except that notices of change of address will be effective only upon actual receipt.

22. MISCELLANEOUS

22.01 This agreement sets forth the entire understanding between the parties, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, with respect to the subject matter hereof. The parties expressly acknowledge that in entering into this agreement they have not relied on any representations, written or unwritten, concerning the subject matter of this agreement other than those contained herein. No modification, amendment, or waiver of or under this agreement or any of its terms will be binding upon us unless confirmed by a document signed by one of our duly authorized officers. Unless otherwise expressly provided in this agreement, no waiver by you or us of any provision of this agreement or of any default hereunder will affect your or our respective rights thereafter to enforce that provision or to exercise any right or remedy in the event of any other default, whether or not similar.

22.02 Neither party will be deemed to be in breach of any of its obligations hereunder unless and until the non-breaching party has given such other party specific notice describing in detail the breach and such other party has failed to cure that breach within sixty (60) days after its receipt of that notice, or, if the breach cannot reasonably be cured within that sixty (60) day period, it has not commenced to cure such breach within that sixty (60) day period and does not continue to cure such breach with reasonable diligence. (This paragraph 22.02 will not apply to our rights and remedies under Article 17.)

22.03 Wherever your approval or consent is required hereunder, that approval or consent will not be unreasonably withheld or delayed. We may require you to formally give or withhold approval or consent by giving you notice of our request that you do so and by furnishing you with the information or material in respect of which the approval or consent is sought. You will give us notice of your approval or disapproval or of your consent or non-consent within five (5) business days after our notice is sent and, in the event of your disapproval, your notice will contain the specific reasons therefor. Your failure to give us notice within such five (5) business day period will be deemed to be consent or approval, as the case may be in accordance with our request, with respect to the matter submitted. In no event will any failure or refusal by you to consent to or approve the matter concerned delay the scheduled release of any Phonograph Record hereunder or otherwise frustrate our exercise of our rights hereunder. Our inadvertent, non-repetitive failure to request your consent or approval or to consult with you will not be deemed a breach of this agreement. Consent or approval by you will be deemed consent or approval by you. All consents or approvals by us will be in writing and signed by either Alfaune Thiam or Abou Thiam.

22.04 Nothing herein contained will constitute a partnership or a joint venture between you and us. You are performing your obligations hereunder as independent contractors and not as our agents or employees. Neither party hereto will hold itself out contrary to the terms of this paragraph and neither you nor we will become liable for any representation, act, or omission of the other contrary to the provisions hereof.

22.05 This agreement will not be deemed to give any right or remedy to any third party whatsoever unless that right or remedy is specifically granted by us in writing to that third party. Except as otherwise expressly provided herein, all rights and remedies herein or otherwise will be cumulative and none of them will be in limitation of any other right or remedy.

This agreement will not become effective until signed by you and countersigned by one of our duly authorized officers.

22.06 The provisions of any applicable collective bargaining agreement between us and any labor union or guild which are required by the terms of that agreement to be included in this agreement will be deemed incorporated herein as if those provisions were expressly set forth in this agreement.

22.07 THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF GEORGIA. ITS VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF GEORGIA (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER GEORGIA LAW). ALL CLAIMS, DISPUTES OR DISAGREEMENTS WHICH MAY ARISE OUT OF THE INTERPRETATION, PERFORMANCE OR BREACH OF THIS AGREEMENT WILL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION AND VENUE OF THE SUPREME COURT OF THE STATE OF GEORGIA, COUNTY OF FULTON, OR THE FEDERAL DISTRICT COURTS LOCATED IN FULTON COUNTY (AND THE APPLICABLE STATE AND FEDERAL APPELLATE COURTS); PROVIDED, HOWEVER, IF WE ARE SUED OR BECOME A PARTY IN ANY OTHER COURT OR FORUM (INCLUDING AN ARBITRATION PROCEEDING) IN RESPECT OF ANY MATTER WHICH MAY GIVE RISE TO A CLAIM BY US AGAINST YOU HEREUNDER, YOU CONSENT TO THE PERSONAL JURISDICTION OF SUCH COURT OR FORUM OVER ANY SUCH CLAIM WHICH MAY BE ASSERTED BY US. ANY PROCESS IN ANY ACTION OR PROCEEDING COMMENCED IN ANY COURT OR FORUM MAY BE SERVED UPON YOU, AMONG OTHER METHODS, BY PERSONALLY DELIVERING OR MAILING THE SAME, VIA REGISTERED OR CERTIFIED MAIL, ADDRESSED TO YOU, AS APPLICABLE, AT THE ADDRESS GIVEN IN THIS AGREEMENT OR SUCH OTHER ADDRESS AS YOU MAY FROM TIME TO TIME DESIGNATE BY NOTICE IN CONFORMITY WITH ARTICLE 21.

22.08 The article headings herein are solely for the purpose of convenience and will be disregarded completely in the interpretation of this agreement or any of its terms.

22.09 Company's distributor may at any time during the Term obtain or increase, at our cost, insurance on you. Company's distributor will be the sole beneficiary of that insurance, and neither you nor any Person claiming rights through or from you will have any rights in that insurance. You will submit to such physical examinations, complete and deliver such forms as we may reasonably require, and otherwise cooperate with us fully for the purpose of enabling us to secure that insurance. You warrant and represent that, to the best of your knowledge, you are in good health and do not suffer from any medical condition that would interfere with the timely performance of your obligations under this agreement.

22.10 Upon our request, you will appear at such times and places as we may reasonably designate for the purpose of assisting us in the sale, promotion, marketing and general exploitation of the Masters and you (collectively the "Artist's Promotional Services"). Among those services are engaging in interviews, participating in press conferences, posing at photography sessions, appearing in posters, appearing on television and radio shows, participating in online promotional activities, and making taped radio announcements. A budget of the proposed out-of-pocket costs of undertaking your Promotional Services, which will include, but not be limited to, all travel, hotel, per diems, agency fees, costumes, instrument rental, musician and singer costs, will be designated by us in our sole discretion. In the event that you receive or are credited with any appearance fees or other income for your performance of your Promotional Services, these fees or income will promptly be paid to us to offset any costs that we have incurred in respect of funding the undertaking of your Promotional Services.

fabem rasheed najm p/k/a "T-pair"
kontakt ent.felb7/21/2005 v2

If the fees and other income paid to you for your Promotional Services and in turn paid by you to us exceed the costs of the your Promotional Services (the "Excess"), then we will account to you for the Excess under Article 10. If such costs exceed such fees and other income (the "Deficit"), then we will bear the entire Deficit to the extent incurred outside the United States and Canada. To the extent the Deficit is incurred in the United States or Canada and your Promotional Services were performed on any occasion for a single event or group of events surrounding the promotion of one Record (e.g., a Single or Album) and the Deficit exceeds five thousand dollars (\$5,000), then, on each occasion, the Deficit over five thousand dollars (\$5,000) will be deemed an Advance. Notwithstanding anything to the contrary expressed or implied in this paragraph 22.10, all artist development costs shall be recoupable as Advances (as provided for in subparagraph 8.03(c) above) from all royalties [other than mechanical royalties] payable to you or on your behalf under this agreement.

22.11. You acknowledge that the sale of Phonograph Records is speculative and agree that our judgment with respect to all matters affecting the sale, distribution or exploitations of Phonograph Records will be binding and conclusive. You will not make any claim, nor will any liability be imposed upon us based upon any claim, that more sales could have been made or better business could have been done than was actually made or done by us or any of our Licensees.

22.12 Each party and counsel for each party has reviewed and revised this agreement and any rule of construction to the effect that any ambiguities in this agreement are to be resolved against the drafting party, or any other party hereto, will not be employed in the interpretation of this agreement. If any part of this agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this agreement will continue with full force and effect. Notwithstanding the foregoing, if for any reason a court voids or will not enforce the exclusivity provisions of this agreement, our obligation to pay Advances will cease.

22.13 The provisions of this agreement are of a highly confidential nature and may not be revealed by you other than to your professional advisors, which will mean your attorney, accountant or manager, and will in turn not be revealed by such professional advisors to any other Person. You will not enter into any agreement or make any commitment that may or will interfere with your obligations under this paragraph.

23. CO-PUBLISHING; FIRST NEGOTIATION; MATCHING RIGHT

23.01 (a) For the sum of One (\$1.00) Dollar ("Option Prepayment") and other good and legally sufficient consideration the adequacy and receipt of which you hereby acknowledge, you (and all of your publishing designee(s)) hereby irrevocably grant to Company the rights granted in this paragraph. If the Co-Publishing Agreement described in this paragraph is concluded, the Option Prepayment shall be an advance recoupable solely from royalties payable to you under the Co-Publishing Agreement. Otherwise, if the Co-Publishing Agreement is not concluded as described herein below, the Option Prepayment shall be an Advance recoupable against any and all royalties payable to you hereunder.

(b) You hereby grant to Company the right of first negotiation and last refusal with respect to songwriting or composing services or any so-called publishing rights affecting you or any of your Controlled Compositions or any portion(s) thereof (including, without limitation, the rights[s] to publish, co-publish and/or administer same) (all such rights or similar rights are referred to herein as "Publishing Rights"). During the period commencing on the date hereof and continuing for a period of ninety days (90) from such date, ("First Negotiation

Period") you will not enter into negotiations with any party other than Company with respect to your Publishing Rights. Company hereby requests that you enter into negotiations with Company for an agreement ("Co-publishing Agreement") relating to your Publishing Rights. Within ten (10) days following the date of execution of this Agreement, your authorized representative(s) shall submit to Company the material terms of an offer, including but not limited to advances or other payment during the Term thereof and shall enter into good faith negotiations with Company's representative(s) regarding same. You shall instruct and authorize your representative(s) to negotiate with Company's representative(s) diligently, continuously and in good faith throughout the First Negotiation Period in a bona fide attempt to conclude the Co-Publishing Agreement. The basic terms of the Co-Publishing Agreement shall include the assignment of an undivided fifty (50%) percent interest in the worldwide copyright (and all renewals and extensions thereof) and all other rights in and to each Controlled Composition recorded hereunder and exclusive administration of each Controlled Composition. Company shall have the right, but not the obligation, to enter into an agreement with respect to the Publishing Rights with a third party so-called "major" publishing company provided that, such agreement with a third party publisher shall not affect your share with respect to each Controlled Composition hereunder, such share(s) or interest assigned to the third party publisher shall come from Company's share of its Publishing Rights.

(c) If you have fully complied with the provisions of paragraph 23.01(b), but you and Company nevertheless have not been able to agree on the material terms of the Co-publishing Agreement, then you shall have the right to offer Publishing Rights to third parties and to enter into agreements with any person with respect thereto ("Third Party Publishing Agreement"), subject, however, to the following conditions:

(i) Notify Company in writing ("Your Notice") of the identity of the third party making the proposal, the date of that proposal and all terms and provisions thereof;

(ii) Furnish Company with complete copies of all of the documents (and, if there are no documents, but only oral communications, an accurate and reasonably detailed memorandum confirming the substance of those oral communications) constituting the third party proposal; and

(iii) Offer to enter into an agreement with Company on the same material terms as are contained in the third party proposal. If Company does not accept that offer (which Company shall be deemed to have done by agreeing in writing to all of the material terms, other than terms which could not readily be met by the majority of other persons; e.g., the presence of a particular individual employed by such third party) of the third party proposal within forty-five (45) days after Company's receipt of your notice, you may then enter into the third party publishing Agreement as set forth in the third party proposal. If that agreement is not so consummated within such forty-five (45) day period then all of the provisions of this paragraph shall continue to apply with respect to any and all of Artist's Publishing Rights.

24. PRIOR MASTERS

24.01 If you now own or control or during the Term acquire ownership or control of any Prior Masters, those Prior Masters will be assigned and conveyed to us in accordance with this Article 24 and be governed by this agreement. You warrant and represent that all Prior Masters, whether or not owned or controlled by you, are listed in the Schedule of Prior Masters.

24.02 Upon execution of this agreement with respect to Prior Masters you now own or control and upon your acquisition of ownership or control of any other Prior Masters, you

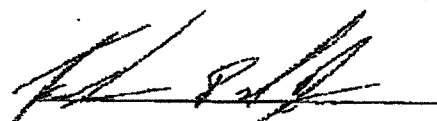
will Deliver such Prior Masters and you will assign to us all rights, titles and interests in and to the Prior Masters (excluding the underlying composition, except as may otherwise be set forth herein) concerned so that we will have the same rights, titles, interest and all other benefits under this agreement as we have in the Masters. All of your covenants, warranties, agreements and obligations hereunder will apply to all Prior Masters assigned to or otherwise acquired by us as if they had been made during the First Contract Period under this agreement. You will execute and deliver to us all documents as we deem necessary or desirable to evidence the foregoing.

24.03 In the event you acquire ownership or control of any Prior Masters, you will ensure that the manufacture, distribution and selling of Phonograph Records embodying those Prior Masters will immediately cease. We will have the right to purchase all or part of the inventory of those Phonograph Records at the actual cost of manufacture, plus insurance and shipping, and we may sticker the inventory. Alternatively, we may require you to destroy the inventory.

You acknowledge and agree that you have been represented by independent counsel or have had the unrestricted opportunity to be represented by independent legal counsel of your own choice for purposes of advising you in connection with the negotiation and execution of this agreement. Additionally, you acknowledge and agree that either you or your independent legal counsel have had the opportunity to investigate and inquire about all of the relevant facts and circumstances in connection with your entering into and executing this agreement. If you have not been represented by independent legal counsel of your own choice for purposes of advising you in connection with the negotiation and execution of this agreement, you acknowledge and agree that we have advised you to obtain independent legal representation and that your failure to be represented by independent legal counsel in connection with your negotiation and execution of this contract was determined solely by you, without any interference by us or any Person related to us. You waive any claim or any defense to the full enforcement by us of this agreement based on the lack of independent, competent, or experienced legal representation.

KONVICT ENTERTAINMENT, LLC

By _____


FAHEEM RASHEED NAJM

Konvict Entertainment, LLC
c/o Bamwell Entertainment, LLC
3475 Lenox Road, Suite 710
Atlanta, GA 30326

Attn: David Mallory

FINN 11

Dated as of July __, 2007

Mr. Faheem Rasheed Najm
c/o Chase Entertainment
2701 West Oakland Park Boulevard, Suite 210
Ft. Lauderdale, FL 33311

Dear Mr. Najm:

Reference is hereby made to: (i) the exclusive recording between you ("you" or "Artist") and Konvict Entertainment, LLC ("Company", "we" or "us"), dated July 29, 2005, including all amendments and modifications thereto (the "Artist Agreement"); and (ii) the exclusive recording agreement, dated June 13, 2005, including all amendments and modifications thereto, between Company and Zomba Recording, Inc. ("Zomba") in respect of your exclusive recording services (together with the inducement letter of the same date attached thereto, the "Zomba Agreement"). This amendment ("Amendment") when signed by you and Company shall modify the terms of the Artist Agreement. All terms used herein but not otherwise defined shall have the same meanings ascribed to such terms in the Artist Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Artist Agreement shall be amended as follows:

1. Artist Logo. The following Paragraphs 6.07 and 6.08 shall be inserted immediately following paragraph 6.06:

6.07 Subject to the timely delivery to us at your cost of high resolution digital artwork files, with respect to Distributor's initial release in the United States during the Term of Albums Delivered in fulfillment of your Recording Commitment, we shall cause Distributor ("Distributor") to print your logotype or other trade symbol designated by you (the "Logo"), on the outside packaging of such Records, on trade and consumer advertisements (including Billboard front cover "strip" ads) placed by Distributor in the United States which are one-quarter (1/4) page or larger and solely in connection with such Albums and other configurations where any logo designated by us appears. The size and the placement of such Logo will be determined by Distributor in its sole discretion. We will use best efforts to cause Distributor to print your Logo in the substantially similar size and placement to that of Company. Distributor's inadvertent failure to print the Logo as set forth in this paragraph 6.07 will not constitute a breach of this agreement, provided, upon our receipt of notice from you, we will notify Distributor to remedy such failure on future runs of the material concerned. You hereby license to us and Distributor on a gratis basis, the right, in perpetuity, throughout the Territory, to utilize such Logo and any variation thereof approved by you solely for all purposes pursuant to this agreement, including, without limitation for packaging, advertising, publicity, and marketing of Records. The Logo will be deemed an item of "Materials" covered by your warranties, representations, and indemnities under Articles 13 and 16. The registration and maintenance of the Logo will be your sole responsibility and at your sole expense. We



may refrain from utilizing the Logo if we or Distributor reasonably believe it may violate any law or the rights of any Person.

6.08 We shall cause Distributor to accord credit as follows:

Executive Producers: Akon for Konvict Entertainment, LLC and T-Pain for Nappy Boy Productions, Inc.
Executive Producer: Bu Thiam for Konvict Entertainment, LLC

The parties hereby acknowledge and agree to the following credit as embodied on the Second Album:

Executive Producers: Akon Thiam for Konvict Music, Inc. and T-Pain for Nappy Boy Productions, Inc.
Executive Producer: Bu Thiam for Konvict Music, Inc.

on the liner notes of those copies of Recording Commitment Albums which are released in the United States. Our inadvertent failure to comply with the foregoing shall not be deemed to be a breach of this agreement, provided that, upon receipt of notice from you that you have not been accorded credit as set forth in this paragraph 6.08, we shall notify Distributor to correct such failure on a prospective basis."

2. Paragraph 8.02 of the Artist Agreement is hereby deleted and the following shall be inserted as a new paragraph 8.02

"8.02. (a) In connection with each Recording Commitment Album, we shall cause Distributor to pay to you an Advance in the amount set forth in paragraph 8(c) below (the "Advance"):

(b) With respect to each subsequent Album, the Recording Fund will equal to sixty six and two-thirds (66 2/3%) percent (of whichever of the following amounts is less (subject to subparagraph 8.02(c) below):

(1) the amount of the royalties credited to your account on Net Sales through Normal Retail Channels in the United States of the immediately preceding Album, as shown by our most recent monthly royalty accounting trial balance (after deductions for reserves against anticipated returns and credits) before the date on which the Album concerned is Delivered or required to be Delivered under Article 3 (whichever date is earlier), but in no event for a period exceeding nine (9) months from the release in the United States of the immediately preceding Album; or

(2) the average of the amounts of such royalties credited to your account, as determined in section 8.02(b)(1) above, with respect to the two (2) immediately preceding Albums.

For purposes of this subparagraph 8.02(b) only, "the immediately preceding Album" means the Album Delivered under this agreement and released most recently before the recording of the Album concerned; "the two (2) immediately preceding Albums" means the two (2) Albums Delivered under this agreement and released most recently before the recording of the Album concerned.

(c) In no event will the Advance payable for any Recording Commitment Album under subparagraph 8.02(b) be more than the maximum amount or less than the minimum amount set out below:

	<u>Minimum</u>	<u>Maximum</u>
Third Album:	\$125,000	\$250,000
Fourth Album:	\$150,000	\$300,000
Fifth Album:	\$200,000	\$400,000

(d) (i) The above Advance for the First Album will be payable as follows: \$50,000 upon the execution hereof and the balance upon the delivery (following deduction of \$17,500, the prior receipt of which is hereby acknowledged). You hereby direct and authorize us to pay an additional advance, to be charged against and be recoupable from royalties accruing to you, the sum of Ten Thousand Dollars (\$10,000) to The Carter Law Firm, LLC ("Carter") in connection with your legal fees. Our compliance with such authorization shall constitute an accommodation to you, and such payment to Carter shall constitute payment to you for all purposes of this agreement. We shall have no liability by reason of any erroneous payment we may make or failure to comply with this authorization and you shall indemnify us and hold us harmless against any claims asserted against us and any damages, losses or expenses we incur by reason of such payment or otherwise in connection herewith. Neither this direction nor such payment to Carter shall render Carter a third-party beneficiary of this agreement. As of the date of this amendment, you hereby acknowledge the receipt of the First Album Advance.

(e) Second Album Advances. Notwithstanding the foregoing, the Advance for the Second Album shall be One Hundred Thousand Dollars (\$100,000). In addition to the Second Album Advance, Company shall cause Distributor to deduct from the applicable Recording Fund and pay directly to you via a letter of direction (attached hereto as Exhibit A and incorporated herein by this reference) an amount equal to Three Hundred Thousand Dollars (\$300,000), in connection with no less than twelve (12) Masters produced and Delivered by you with respect to the Second Album ("Your Producer Fee"). Company hereby acknowledges satisfactory Delivery of the Masters herein. You hereby acknowledge Distributor has paid on your behalf and on behalf of Company recording costs in the amount of Fifty Eight Thousand and Fifteen and Fifty Nine Cents Dollars (\$58,015.59) which shall be deducted from Your Producer Fee. Your Producer Fee shall be deemed Recording Costs hereunder and shall be deemed all-in excluding mixing, side artist fees, third party producers (including Akon's Producer Advance), engineers and mixers, third party travel costs, sample costs, mastering costs, and additional recording costs in connection with Masters Delivered by Akon or third parties (if any). The Second Album Advance and Your Producer Fee will be payable as follows:

- (i) Two Hundred Thousand Dollars (\$200,000) following Distributor's receipt of this Amendment which includes the following as required by Distributor:
 - (1) a letter of direction to Distributor authorizing payment of the Advance and Your Producer Fee;

- (2) your written confirmation that you have withdrawn all outstanding claims against Company (excluding your right to object to prior accounting statements and/or audit as set forth in paragraph 7 below and your right to receive accounting statements for the period of January 1, 2007 through June 30, 2007) ("Reaffirmation"); and
- (3) The material terms of the producer agreement in connection with the producer services of Aliaune Thiam p/k/a "Akon".

(ii) Seventy-Five Thousand Dollars (\$75,000) shall be paid upon Company and Distributor's receipt of all unmixed masters in connection with the Second Album, the receipt of such unmixed masters is hereby acknowledged by Company and Distributor.

(iii) The balance, less all Recording Costs which should have been included in Your Producer Fee but which Distributor incurred on your and our behalf in connection with the Masters produced by you, shall be paid following the earlier of: (1) Delivery and acceptance by Distributor of the Second Album or (2) the date of the Commercial Release of the Second Album in the United States by Distributor, provided, however, that Distributor shall be entitled to withhold a reasonable portion of Your Producer Fee for anticipated Recording Costs which have not yet been incurred by or billed to Distributor or Company, which Recording Costs are otherwise deductible. Such Recording Costs that are deducted but not incurred will be remitted to you by Distributor.

(f) Company shall cause Distributor to deduct from the Recording Fund and pay directly to you the above Advance for each subsequent Album and Your Producer Fee (if any) of the Recording Commitment as follows: (1) fifty percent (50%) promptly after commencement of recording of the Album, and (2) the balance of the Advance promptly after Delivery of that Album."

(g) Notwithstanding anything to the Contrary contained in paragraph 8.02 (e) of the Agreement as modified herein, inasmuch as the Second Album hereunder has been commercially released in the United States, Company shall cause Distributor to pay \$400,000.00 upon execution of this Amendment less deductible costs that Distributor incurred on Artist's or our behalf in connection with the Masters produced by Artist in the amount of Fifty Eight Thousand and Fifteen Dollars and Fifty Nine Cents (\$58,015.59).

9.01: 3. Paragraph 9.01 is hereby deleted and the following shall be inserted as a new Paragraph

"9.01 (a) In consideration of and conditioned upon your full and faithful performance of all of your obligations hereunder, we will pay you an amount equal to seventy-five percent (75%) of the Net Royalties (as defined herein) actually received by Company from Distributor following the date hereof with respect to Net Sales of Phonograph Records (other than Audiovisual Records) consisting entirely of Masters recorded during the Term and sold by us or our licensees through Normal Retail Channels (NRS Net Sales). The terms of this paragraph 9.01(a) shall apply to royalties earned in connection with the First Album following the date of this Amendment.

(b) "Net Royalties" shall mean the royalties actually received by Company from the Distributor (excluding copyright royalties/mechanical royalties) which are specifically attributable to the Masters hereunder, including New Media Records and

Multiple Albums pursuant to the Zomba Agreement or any successor Distribution Agreement, less all costs as set forth below in paragraph 9.01(d), paid or incurred by Company or Distributor on your behalf or with your approval but which have not been reimbursed by the Distributor in accordance with the applicable provisions of the existing Artist Agreement. (For clarification purposes and avoidance of doubt, there shall be no "double recoupment" of the Recording Costs set forth in the preceding sentence against your account). All such payments made to you as provided in this Article 9.01 shall be inclusive of any minimum scale payments due you under any applicable union or guild agreements. For purposes of this Amendment, "Distributor" shall mean Zomba Recording, LLC or any third-party record label or distributor entitled to distribute Masters embodying your featured performances pursuant to a successor distribution agreement to the Zomba Agreement (any such agreement, including the Zomba Agreement, a "Distribution Agreement").

(c) All monies paid to you or on your behalf pursuant to or in connection with this Agreement, including, without limitation, any sums charged to Company's account or recoupable from monies otherwise payable by Distributor to Company, shall constitute recoupable Advances hereunder recoupable from Net Royalties, except for royalties paid pursuant to paragraph 9.01(a) above, and mechanical royalties paid pursuant to Article 11.

(d) All costs charged to Company's account or recoupable from monies payable by Distributor to Company, shall be your responsibility and you shall be solely responsible for paying any such amounts, including without limitation, the following: (i) Recording Costs pursuant to paragraph 19.31, Audiovisual Production Costs pursuant to paragraph 19.03 and Special Packaging Costs in excess of the approved budget pursuant to paragraph 6.05, (ii) costs associated with any Foreign Material embodied on the Masters, and (iii) penalties due to the late Delivery to the Distributor of Masters hereunder (other than such penalties due solely to Company's fault). You shall reimburse Company for any such amounts, or, at Company's discretion, Company may deduct an amount equal to such amounts from any monies becoming payable to you under this Agreement.

(e) Notwithstanding anything to the contrary in this Agreement, your share of Net Royalties payable hereunder shall include all advances, fees and royalties (excluding mechanical royalties) due you or any other person or entity engaged by you or deriving rights from you in connection with the exploitation of Masters or Videos hereunder. Any advances, fees or royalties which Company pays (or causes Distributor or any other Person to pay) to any other such person or entity shall be deducted from Net Royalties hereunder.

4. Paragraph 10.01 is hereby deleted and the following shall be inserted as a new paragraph 10.01:

"10.01 We shall, pursuant to an irrevocable letter of direction, cause the Distributor to pay royalties and render statements hereunder directly to you. If the Distributor fails or refuses so to account to you, then we will send to you, by regular mail to the address set forth on the first page of this agreement or as you otherwise notify us in accordance with paragraph 21.01. In such event, Company shall compute royalties payable to you hereunder and will render a statement (the "Statement") together with the payment of royalties, if any, earned by you hereunder during the semi-annual period for which the Statement is rendered, less all Advances and other charges, within sixty (60)

days after we receive applicable statements and payments from Distributor (currently, Distributor sends statements on or before October 1st for the semi-annual period ending the preceding June 30th and on or before April 1st for the semi-annual period ending the preceding December 31st). Company shall have the absolute right to rely upon the statements received by Company from Distributor and Company shall not be responsible in any manner for any error, omission or other inaccuracy of any such statement unless Company makes a unilateral mistake in accounting to you. Notwithstanding the foregoing, Advances paid after the close of a semi-annual accounting period may not be recouped from royalties actually payable to you pursuant to the statement rendered for such period; provided, however, that this sentence will not apply to Advances not required to be made under this agreement or Advances paid after the close of a semi-annual accounting period due to your failure to timely comply with your material obligations hereunder (including, without limitation, the timely fulfillment of your Recording Commitment). You will reimburse us on demand for any overpayments, and we may also deduct the amount thereof from any monies payable to you under this agreement or any other agreement relating to you as a recording artist or producer. Royalties paid by us on Phonograph Records subsequently returned will be considered overpayments."

5. The following shall be inserted immediately following the last paragraph of 11.16:

"11A. Solely with respect to the Second Album hereunder, mechanical royalties will be payable for each Controlled Composition embodied upon such Phonograph Record, on Net Sales only, at the following rates:

(a) On Phonograph Records sold in the United States, the rate for each Controlled Composition embodied thereon will be one hundred percent (100%) of the minimum statutory royalty rate (without regard to playing time) provided under the United States copyright law applicable to the reproduction of a Composition on Phonograph Records. Each applicable rate shall be calculated as of the earlier of (1) the date of the Delivery of the Album (or other recording project), or (2) the date upon which the Album (or other recording project) was required to be Delivered hereunder. If no statutory rate exists, then the rate will be one hundred percent 100%, as applicable) of the lowest mechanical royalty rate prevailing on an industry-wide basis in the United States on the applicable date specified in the preceding sentence with respect to Compositions on like Phonograph Records. "USMR" means the applicable mechanical royalty rate under this subparagraph 11A.

(b) (1) On Phonograph Records sold in Canada, the rate for each Controlled Composition will be one hundred percent (100%) of the minimum statutory royalty rate (without regard to playing time) in Canada under that country's applicable copyright law or other law or regulation dealing with the reproduction of a Composition on Phonograph Records. Each applicable rate shall be calculated as of the earlier of (1) the date of Delivery of the Album (or other recording project), or (2) the date upon which the Album (or other recording project) was required to be Delivered hereunder. If no statutory rate exists in Canada, the rate will be one hundred percent (100%) of the lowest mechanical royalty rate prevailing on an industry-wide basis in the country concerned on the applicable date specified in the preceding sentence with respect to Compositions on like Phonograph Records.

(2) "CMR" means the applicable mechanical royalty rate under section 11A(b)(1) above. Under no circumstances will the CMR be greater than the USMR for any Controlled Composition embodied on a Phonograph Record. "ROTMR" means the applicable mechanical royalty rate under section 11A(c) below outside the United States and Canada. Our Licensees will account and pay mechanical royalties outside the United States.

(c) On Phonograph Records sold outside the United States and Canada, the rate for each Controlled Composition will be one hundred percent (100%) of the minimum statutory royalty rate (without regard to playing time) in the country concerned under that country's applicable copyright law or other law or regulation dealing with the reproduction of a Composition on Phonograph Records, as of the earlier of (1) the date of Delivery of the Album (or other recording project), or (2) the date upon which the Album (or other recording project) was required to be Delivered hereunder. If no statutory rate exists in the country concerned, then the rate will be one hundred percent (100%) of the lowest mechanical royalty rate prevailing on an industry-wide basis in the country concerned on the applicable date specified in the preceding sentence with respect to Compositions on like Phonograph Records.

(d) With respect to each Phonograph Record for which we are obliged to pay less than the full royalty rate under Article 9 (e.g., premium Records), the mechanical royalty rate for Controlled Compositions on those Records will be seventy-five percent (75%) of the USMR and CMR.

(f) The maximum aggregate mechanical royalty for all Compositions, including Controlled Compositions, contained on a Phonograph Record for sale in the United States or Canada will not exceed ten (10) times the USMR or CMR (whichever is applicable) for Albums, five (5) times the USMR or CMR (whichever is applicable) for EPs, and two (2) times the USMR or CMR (whichever is applicable) for Singles and other non-Albums, regardless of the number of Compositions thereon. Notwithstanding the foregoing, if the Second Album achieves USNRC Net Sales in excess of one million two hundred and fifty thousand units (1,250,000), the cap for Albums with respect to such excess USNRC Net Sales of the Second Album only will be increased prospectively to eleven (11) times the USMR or CMR (whichever is applicable). This paragraph will apply equally to the ROTMR for each other country, if permitted under the law of the country concerned. If the aggregate mechanical royalty for all Compositions embodied on any Phonograph Record hereunder exceeds the applicable maximum aggregate mechanical royalty herein set forth for that Phonograph Record, then the aggregate mechanical royalty for the Controlled Compositions on that Phonograph Record, if any, will be reduced by an amount equal to the excess. If, even after such reduction, the aggregate mechanical royalty for that Phonograph Record exceeds the aggregate mechanical royalty set out herein, then you will, upon our demand, pay us or our licensees an amount equal to the additional mechanical royalties payable as a result of that excess. We may, in addition to all of our other rights and remedies, deduct that amount from any monies payable by us to you under this agreement or otherwise.

(g) Paragraphs 11.05 through 11.16 of the Artist Agreement shall apply to the Second Album."

7. Paragraph 18.04 shall be inserted immediately following paragraph 18.03:

"18.04

(a) For purposes of this Article 18, you shall be deemed to

have approved the engagement of Aliaune Thiam (referred to herein as "Akon") as a Producer of Masters hereunder. Accordingly, with respect to Masters produced by Akon, your recording budget for the recording project concerned shall be charged, as a Recording Cost item per each such Master, with a producer advance payable to Akon or his designee. Solely with respect to the Second Album, your Recording Budget shall be charged with a producer advance in the amount of Fifty Thousand Dollars (\$50,000) per Master (the "Akon Producer Advance"); and (ii) your royalty account hereunder will be reduced by the wholesale equivalent of four percent (4%) of the Royalty Base Price, pro-rated, in respect of each Master produced by Akon, adjusted, calculated, reduced (but not escalated other than for adjustments to the method by which royalties are calculated hereunder such as CD rate reductions or new technology deductions which are based on record sales) and paid to Akon or his designee in accordance with the terms of Articles 9, and 10 hereunder (except that such producer royalty will be paid retroactive to the first Record sold), subject to the recoupment of the applicable Akon Producer Advance from Akon's producer royalty at the "net artist rate" (i.e., those royalties payable to Artist by Company excluding the royalties payable to Akon and all other producers and third parties in connection with the Album) in respect of the Album for which the Masters are being recorded. For the avoidance of doubt, the Akon Producer Advance shall exclude any and all Recording Costs incurred in connection with the Masters produced by Akon. You hereby acknowledge and agree that Akon shall Deliver four (4) Masters in connection with your Second Album (the "Akon Masters").

(b) In the event that the Akon Masters are not embodied on the Second Album, you hereby acknowledge and agree that Akon shall have the right to receive payment in full in connection with the Akon Masters and your recording budget will be charged one hundred percent (100%) Akon Producer Advance.

(c) The musical compositions written, owned or controlled by Akon and embodied in the Akon Masters shall be licensed to Company and Distributor upon the same terms and conditions as applicable to the Artist set forth in Article 11A of this Amendment."

8. **Artist's Performances.** The following shall be deemed inserted in the Agreement following paragraph thereof:

"14.08 (a) During a calendar year, provided Artist has agreed to perform and has actually performed (and has approved his performance on the subject master) as a side artist on master recordings featuring performances by third party recording artists (including artists signed to Company or Company's affiliated entities owned and controlled by the same members which own Company, currently, Kon Live, LLC, Kon Live Distribution, LLC and Konvict Muzik, LLC referred hereto as "Company-Affiliated Entities"):

- (i) Company shall have the right to grant three (3) waivers of exclusivity on Artist's behalf without Artist's consent with respect to third party recording artists signed or Company-Affiliated Entities for whom Artist agreed to render such performance.
- (ii) Artist shall have the right to perform as a side artist and Company shall issue three (3) waivers of exclusivity on master recordings featuring performances by third party recording artists. Such side artist performance by Artist shall not require Company's consent.

(b) During a calendar year, provided Artist has performed as a side artist on master recordings featuring performances by third party recording artists:

(iii) Zomba shall have the right to grant waivers of exclusivity on Company's and Artist's behalf for Artist's performances on master recordings featuring performances by third party recording artists, provided that: (1) the waiver is granted to one of the major label affiliates of Sony BMG Music Entertainment (including, without limitation, Arista Records, LaFace Records, Volcano, J Records, RCA Records, Columbia Records and Epic Records)."

9. **Reaffirmation.** Except as expressly provided herein, the Artist Agreement and Zomba Agreement are hereby ratified and confirmed and shall remain in full force and effect. Artist hereby withdraws all claims against Company, excluding Artist's right to audit prior accounting statements. Artist and Company hereby agree to be bound thereby and by this Amendment, and re-affirm their respective obligations pursuant to the Zomba Agreement and the inducement letter thereto, and the Artist Agreement (as amended

above).

Very truly yours,

KONVICT ENTERTAINMENT, LLC

By:

ALIAUNE THIAM

By:

ABOU THIAM

ACCEPTED AND AGREED TO:


FAHEEM NAJIM aka "T-Pain"

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RENAISSANCE DALLAS

(b) During a calendar year, provided Artist has performed as a solo artist on master recordings resulting performances by third party recording companies.

[illegible]

8. Reaffirmation: Except as expressly provided in the terms of the Amendment and except as amended hereafter, the parties to the Agreement shall remain bound by the terms of the Agreement, and the Amendment shall not be construed to modify, amend, alter, change, or otherwise affect the Agreement, except as expressly provided in the Amendment. The parties to the Agreement shall remain bound by the terms of the Agreement, and the Amendment shall not be construed to modify, amend, alter, change, or otherwise affect the Agreement, except as expressly provided in the Amendment.

5004

Very truly yours,

KONVICT ENTERTAINMENT, LLC

By: ALAN W. THURMAN

By: [Signature]
[Illegible text]

ACCEPTED AND AGREED BY:

गण्डम नक्षत्रम् चतुर्धा

Exhibit "A"
Letter of Direction

Konvict Entertainment, LLC
c/o Barnwell Entertainment, LLC
3475 Lenox Road, Suite 710
Atlanta, GA 30326

Attn: David Mallory

Dated as of _____

Senior Vice President, Business Affairs
Zomba Recording, LLC
137-139 West 25th Street
New York, NY 10001

**Re: Konvict Entertainment, LLC -w- Faheem Rasheed Najm p/k/a "T-Pain";
(Recording Agreement)**

Gentlemen:

1. Reference is made to the agreement between you and Konvict Entertainment, Inc. ("Konvict") dated June 13, 2005, as amended (the "Furnishing Agreement"), with reference to the exclusive recording services of Faheem Rasheed Najm professionally known as "T-Pain" ("Artist"). Unless otherwise defined herein, all capitalized terms herein shall be defined as set forth in the Agreement.
2. (a) Although the Agreement requires us to pay any and all Advances payable thereunder, we hereby irrevocably request and irrevocably authorize you to pay the following in connection with the Recording Agreement between Konvict and Artist, dated July 29, 2005:
 - (i) Notwithstanding anything to the Contrary contained in paragraph 8.02 (e) of the Agreement as modified herein, inasmuch as the Second Album hereunder has been commercially released in the United States, Company shall cause Distributor to pay \$341,984.41 upon execution of this Amendment (which sum equals \$400,000.00 less deductible costs that Distributor incurred on Artist's or our behalf in connection with the Masters produced by Artist in the amount of Fifty Eight Thousand and Fifteen Dollars and Fifty Nine Cents (\$58,015.59)).
 - (ii) All payments due Artist shall be paid directly to Artist at the following address or otherwise as Artist directs in writing:

Faheem Rasheed Najm
c/o Chase Entertainment
2701 West Oakland Park Boulevard, Suite 210
Ft. Lauderdale, FL 33311

3. This authorization is irrevocable and is coupled with an interest and cannot be revoked except solely by: (i) statute or applicable law; or (ii) a final, non-appealable judgment entered

by a court of competent jurisdiction, provided that such judgment specifically orders the revocation of the authorization set forth herein, and further provided that such judgment is confirmed by a written legal opinion issued by such court and such legal opinion is delivered by us to you; or (iii) a notarized instrument ("Revocation Agreement") executed by us and the Artist pursuant to which we and the Artist specifically agree that the authorization set forth herein will be deemed to be revoked as of the date ninety (90) days after such Revocation Agreement is received by you (such date ninety days after your receipt of the Revocation Agreement, the "Revocation Date"). Notwithstanding the foregoing, if we revoke this authorization pursuant to the foregoing clause (iii), you will have no liability by reason of any erroneous payment to the Artist after the Revocation Date or your failure to otherwise comply with the Revocation Agreement; and we hereby agree to indemnify and hold you harmless against any claims asserted against you and any damages, losses or expenses you incur by reason of any such payment or otherwise in connection therewith.

4. Your compliance with this authorization will constitute an accommodation to us alone; the Artist is not a beneficiary of it. All payments to the Artist under this authorization will constitute payment to us and you will have no liability by reason of any erroneous payment or failure to comply with this authorization. We will indemnify and hold you harmless against any claims asserted against you and any damages, losses or expenses you incur by reason of any such payment or otherwise in connection herewith.

Very truly yours,

KONVICT ENTERTAINMENT, LLC

By: _____
Aliaune Thiam

And

By: _____
Abou Thiam

GREENBERG
ATTORNEYS AT LAW
TRAURIG

Jess Rosen

Direct Dial: (678) 553-2230
Direct Facsimile: (678) 553-2231

E-mail: rosenj@gtlaw.com

November 28, 2017

**VIA REGISTERED EMAIL - sbrown@taylorenghish.com &
VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Konvict Entertainment, LLC
c/o Barnwell Entertainment, LLC
3475 Lenox Road, Suite 710
Atlanta, GA 30326
Attention: David Mallory

Re: T-Pain -w- Konvict Entertainment, LLC

Gentlepersons:

This office represents the interests of Faheem Rasheed Najm p/k/a T-Pain ("T-Pain").

Reference is made to the agreement between Konvict Entertainment, LLC ("Konvict") and T-Pain, dated July 29, 2005, including all amendments and modifications thereto (the "Agreement"). All terms used herein, but not otherwise defined shall have the same meanings ascribed to such terms in the Agreement.

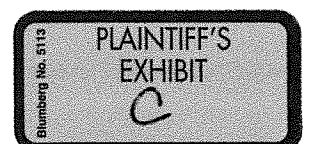
Pursuant to subparagraph 8.02(b), T-Pain was to be paid a minimum Advance of Two Hundred Thousand Dollars (\$200,000) in connection with the Fifth Album (as such Advance should have been calculated pursuant to such subparagraph). Such amount was to be fifty percent (50%) upon the commencement of recording of the Album, and the balance promptly upon Delivery of the Album.

As the Fifth Album has been delivered and commercially released, we need to make arrangements for prompt payment.

Further, pursuant to Paragraph 10.01, T-Pain has not received accountings and payments pursuant to the Agreement from Konvict or Distributor. T-Pain needs to obtain copies of all statements in order to calculate payments to certain third party participants, and of course any payments due.

Please contact me at your earliest convenience to discuss how we can rectify both issues. We appreciate your prompt attention.

GREENBERG TRAURIG, LLP
TERMINUS 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305
(678) 553-2100 FAX (678) 553-2212 WWW.GTLAW.COM
ALBANY AMSTERDAM ATLANTA AUSTIN BOSTON CHICAGO DALLAS DENVER FORT LAUDERDALE HOUSTON LAS VEGAS LONDON
LOS ANGELES MEXICO CITY MIAMI MILAN NEW JERSEY NEW YORK ORANGE COUNTY ORLANDO PALM BEACH PHILADELPHIA PHOENIX ROME
SACRAMENTO SAN FRANCISCO SHANGHAI SILICON VALLEY TALLAHASSEE TAMPA TEL AVIV TYSONS CORNER WASHINGTON, D.C. WHITE PLAINS



As a matter of formality, this letter in no way acts as a waiver of any of T-Pain's rights or remedies or as a release of any potential causes of action or claims T-Pain may have against you, all of which are expressly reserved.

Warmest regards.

Very truly yours,

GREENBERG TRAURIG, LLP

Jess L. Rosen

cc: Jonny Shipes (via email)
Dru Ha (via email)
Marius Bercovici (via email)
Sandra Brown, Esq.

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GREENBERG TRAURIG, LLP
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SACRAMENTO SAN FRANCISCO SHANGHAI SILICON VALLEY TALLAHASSEE TAMPA TEL AVIV TYSONS CORNER WASHINGTON, D.C. WHITE PLAINS

Sandra Brown Dublas
Direct: 404-640-5914
sbrown@taylorenghish.com

December 4, 2017

Jess Rosen, Esq.
Greenberg Traurig, LLP
Terminus 200
3333 Piedmont Road, Suite 2500
Atlanta, GA 30305

Re: No Attorney-Client Representation/ Konvict Entertainment, LLC

Dear Jess:

Per the email correspondence addressed to you on November 29, 2017, The Law Offices of Sandra L. Brown, PC closed in 2016, and had stopped representing Konvict Entertainment, LLC back in 2013.

Konvict Entertainment, LLC is not a client of this firm. Accordingly, the enclosed letter is being returned to you.

Sincerely,



Sandra Brown Dublas