

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.:

LIL' JOE RECORDS, INC., a Florida
corporation,

Plaintiffs,

v.

MARK ROSS, CHRISTOPHER WONG
WON, JR., RODERICK WONG WON,
LETERIUS RAY, ANISSA WONG WON
and LUTHER CAMPBELL,

Defendants.

COMPLAINT

Plaintiff, Lil' Joe Records, Inc., sues defendants, Mark Ross, Christopher Wong Won, Jr., Roderick Wong Won, Leterius Ray, Anissa Wong Won and Luther Campbell, and alleges:

JURISDICTION AND VENUE

1. This action arises under 28 USC § 2201, the Copyright Act, 17 U.S.C. § 101, *et seq.*, and the Lanham Act, 15 U.S.C. § 1501, *et seq.* This Court has subject matter jurisdiction over these claims pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a), and supplemental jurisdiction over the state claims pursuant to 28 U.S.C. §1367(a).

2. Venue in this judicial district is proper pursuant to 28 U.S.C. §1391 because (i) a substantial part of the events or omissions giving rise to these claims occurred in this district, and (ii) a defendant is subject to this Court's personal jurisdiction with respect to the claims.

The Parties

3. Plaintiff, Lil' Joe Records, Inc. ("Lil' Joe"), is a Florida corporation.

4. Defendant, Mark Ross, is believed to be a citizen of the State of Alabama or the State of Florida and is subject to the jurisdiction of this Court by virtue of (i) operating, conducting, engaging in or carrying on a business or business venture in Florida, or (ii) engaging in substantial and not isolated activity within Florida.

5. Defendant, Christopher Wong Won, Jr., is a citizen of the State of Florida who resides in Broward County, Florida.

6. Defendant, Roderick Wong Won, is a citizen of the State of Florida who resides in Miami-Dade County, Florida.

7. Defendant, Leterius Ray, is a citizen of the State of Kansas and is subject to the jurisdiction of this Court by virtue of (i) operating, conducting, engaging in or carrying on a business or business venture in Florida, or (ii) engaging in substantial and not isolated activity within Florida.

8. Defendant, Anissa Wong Won, is a citizen of the State of Florida who resides in Miami-Dade County, Florida.

9. Defendant, Luther Campbell, is a citizen of the State of Florida who resides in Broward County, Florida.

Background

10. The *2 Live Crew* was a notorious rap group comprised of Luther Campbell, Chris Wong Won, Mark Ross and David Hobbs.

11. Christopher Wong Won is deceased. Christopher Wong Won, Jr., Roderick Wong Won, Leterius Ray and Anissa Wong Won purport to be his surviving children and possibly his heirs (although an estate has was opened, but never administered). (Christopher Wong Won, Jr., Roderick Wong Won, Leterius Ray and Anissa Wong Won are hereinafter collectively referred to as the “Wong Won Heirs.”).

12. Prior to 1991, Christopher Wong Won, Mark Ross and David Hobbs were engaged as songwriters and musical performers at the instance and expense of Luke Records Inc. (“Luke Records”), who had the right to exercise creative control over the creations of the persons listed above. At no time did Christopher Wong Won, Mark Ross or David Hobbs obtain any ownership interest in their contributions, nor in the copyrights created and owned by Luke Records.

13. In or about 1991, Christopher Wong Won, Mark Ross, David Hobbs and Luther Campbell transferred all of their copyright rights to *2 Live Crew*’s music and trademark rights in *2 Live Crew*’s marks and cover designs to Luke Records. See 3 Contracts attached hereto as **Composite Exhibit A**. Said copyrights are interalid described on Exhibit A and hereinafter called the “Works.”

14. In 1991, Luther Campbell owned and was an employee of Luke Records.

15. In or about 1995, Luther Campbell and Luke Records became the subject of bankruptcy proceedings in the U.S. Bankruptcy Court for the Southern District of Florida which were jointly administered in Case No. 95-12785 BKG-RAM (the “Bankruptcy”).

16. Pursuant to the Joint Plan of Reorganization in the Bankruptcy, all of the copyright rights to *2 Live Crew*’s music, compositions and trademark rights in *2 Live Crew*’s marks and cover designs, including the Works, were sold and transferred to Lil’ Joe and it’s owner, Joe Weinberger. “free and clear of any and all liens, claims, encumbrances, charges, setoffs or recoupments of any kind”, thereafter “no royalties, whether as artist, producer, writer, publisher, or in any other capacity, on any of the masters or compositions” are due to Luther Campbell or Luke Records, and Luther Campbell who released among other claims and persons,

Lil' Joe and Weinberger for all claims, including "for royalties to be paid in the future" as a result of this transfer. See Joint Plan of Reorganization attached hereto as **Exhibit B**.

17. At no time did Christopher Wong Won, Mark Ross or Luther Campbell file a claim in the Bankruptcy Case, asserting they were entitled to or that they owned any of the Works or trademarks at issue.

18. In accordance with the order endorsing the sale, since 1996 Lil' Joe exclusively owned and have exploited all of the copyright rights to *2 Live Crew*'s music, compositions (including the "Works") and trademark rights in *2 Live Crew*'s marks and cover designs.

19. Christopher Wong Won did file a fraudulent trademark, which was extinguished by order of the United States District Court, dated October 22, 2002, a true and correct copy of which is attached as **Exhibit C**.

20. Christopher Wong Won, in settling claims asserted against him, agreed that Lil Joe, and Weinberger "own(ed) all right, title and interest to all copyrights and trademarks previously conveyed to them in the bankruptcy of Luke Records and Luther Campbell" and further agreed that "he has no further claims to any royalties to any of the works owned by" Lil' Joe, Music pursuant to the document attached hereto as **Exhibit D**. As a result of that settlement, Christopher Wong Won further released Lil Joe, Music and Weinberger from, among other things, "[a]ll royalties, profits and other monies or payments at any time, directly or indirectly, due or to become due", "[a]ll rights to sue for infringements", and all rights to terminate.

21. In or about 2000, Mark Ross filed a bankruptcy in the U.S. Bankruptcy Court for the Northern District of Alabama. In that case, an adversary proceeding was commenced by Lil' Joe against Mark Ross and, in settling that claim, Mark Ross acknowledged that, other than

writer's performance rights (which are not relevant to this proceeding), "he has no rights (master or publishing) to any previous recordings owned by Lil' Joe Records, Inc. and (a related company) Lil Joe Wein Music, Inc. (not relevant to this case) and The 2 Live Crew name, which were previously owned by Luther Campbell and Luke Records.... Additionally, Debtor [, Mark Ross,] has no rights (master or publishing) in any other recordings owned by Lil' Joe Records, Inc." pursuant to the document attached hereto as **Exhibit E**. In addition, he relinquished or conveyed his revocation rights.

22. At all times relevant, Luther Campbell was an employee of Luke Records, who conveyed all rights to the copyrights at issue in favor of Luke Records as an employee for hire and any royalty and other rights that he might have had were extinguished by virtue of the Bankruptcy order, the transfers and related documents escribed above..

23. On January 23, 2003, a final judgment was entered in favor of Lil Joe and against Lawrence Wong Won interalia, permanently enjoining him from using the trademarks herein at issue.

24. On June 24, 2003, Joseph Weinberger entered into a settlement agreement in Case No. 02-0548 in Miami Dade Cicuit Court with Christopher Wong Won, pursuant to which Christopher Wong Won again agreed that "there are no royalties owed to him from the Lil Joe Companies...and agree(d) he has no claims to any of the existing works owned by the Lil Joe Companies...and releases any claims whatsoever" (with respect to said works), and a copy of a general release was recorded of record with the U.S. Copyright Office on October 12, 2004.

25. On August 16, 2006, a further injunction was entered in favor of Lil Joe versus Christopher Wong Won, prohibiting him from use of the trademarks at issue herein.

26. At all times relevant, Lil Joe registered the copyrights in and to the Works. The registrar of copyrights recorded the registrations.

27. On or about November 4, 2020, each of the Defendants provided notice that they were purporting to terminate their copyright grants in the Works pursuant to 17 U.S.C. §203, a true and correct copy of which is attached hereto as **Exhibit F** and hereinafter called the “Termination Notice.” Defendants claimed to have a sufficient interest in the Works to legally exercise the rights of termination under the termination provisions of the Copyright Act. Said Termination Notice seeks to terminate the copyrights in the master recordings in the “Works,” but no other copyrights. As demonstrated herein, they legally do not have the right to do so.

28. Plaintiff has retained the undersigned law firm and agreed to pay the resulting legal fees necessary to prosecute this action.

Count I – Declaratory Judgment (as to the Validity of the Termination Notice)

29. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 27 hereof.

30. A bona fide dispute exists between the parties regarding the Defendants’ legal rights to terminate the grant of copyrights in the Works in favor of Plaintiffs pursuant to 17 USC §203

31. An actual and present justiciable controversy has arisen and now exists between the parties as to Defendants’ legal rights and ability to terminate the grant of copyright rights to the Works, which have been transferred to and are owned by Plaintiff because, among other things, a) the requisite and proper notice has not been provided, b) they were works for hire which cannot be terminated, c) they are derivative works, d) Luther Campbell, Luke Records and Mark Ross bankruptcy orders extinguished any ability they might otherwise have to terminate,

e) Christopher Wong Won and Mark Ross each conveyed their termination rights to Plaintiff pursuant to written agreements and f) there is not a majority of those interested in the copyrights of the Works for a proper termination.

32. The parties are in doubt about their rights with respect to the termination of the copyright rights to the Works, which have been transferred to Plaintiffs.

33. There is a bona fide, actual, present, and practical need for the Court to declare whether defendants can terminate the copyright rights to the Works, which have been transferred to plaintiffs, whether defendants properly terminated any of those rights as set forth in the Termination Notice, and, if so, which of those copyright rights may and have be terminated.

34. All conditions precedent to this action have been performed, waived or have occurred.

WHEREFORE, Plaintiff, Lil' Joe Records, Inc., demand judgment in its favor and against defendants, Mark Ross, Christopher Wong Won, Jr., Roderick Wong Won, Leterius Ray, Anissa Wong Won and Luther Campbell, declaring that defendants cannot or have not properly terminated the copyright rights to the Works as described in the Termination Notice, which have been transferred to Plaintiff and are owned by Lil' Joe Records and, if any can be terminated, which of those copyright rights may and have been terminated, and granting all other relief this Court deems just and appropriate.

Count II – Federal Trademark Infringement Against The Wong Heirs

35. Plaintiff repeats and realleges the allegations contained in paragraphs 1, 2, 6 and 11 through 18 hereof.

36. On March 25, 1995 and April 17, 2017, United States Trademark Registration Nos.: 74653484 and 5178535 (“Registration”) for the mark “2 Live Crew” (the “Trademark”) was legally and duly issued and renewed to Lil’ Joe.

37. The Registration is valid and subsisting.

38. The Wong Won Heirs used the Trademark or any reproduction, counterfeit, copy or colorable imitation of the Trademark in commerce in connection with his personal performances including signs or advertisement used in commerce in connection with the sale, offering for sale, distribution or advertising of his personal performances without Lil’ Joe’s consent.

39. Such use is likely to cause confusion, mistake or deceive as to the ownership, origin or sponsorship of such unauthorized use.

40. Such actions have caused, are causing and will continue to cause irreparable harm to Lil’ Joe for which it is entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

41. By reason of the foregoing acts, the Wong Won Heirs are liable to Lil’ Joe for trademark infringement pursuant to 15 U.S.C. § 1114, *et seq.*

42. The Wong Won Heirs owes Lil’ Joe compensatory damages, trebling of any damages for use of any counterfeit mark, costs and attorneys’ fees due to the exceptional nature of this case pursuant to 15 U.S.C. §1117.

43. Lil’ Joe is obligated to pay its attorneys a reasonable fee for their service.

44. All conditions precedent to the filing of this action have been performed, waived, or have occurred.

WHEREFORE, Plaintiff, Lil’ Joe Records Inc., demands judgment in its favor and against the Defendants, the Wong Won Heirs, awarding injunctive relief against further

infringement and for compensatory damages, trebled for any use of a counterfeit mark, plus interest, a reasonable attorneys' fee, cost of suit and all other relief this Court deems just and appropriate.

Count III – False Designation of Origin Against the Wong Won Heirs

45. Plaintiff repeats and realleges the allegations contained in paragraphs 1, 2, 6 and 11 through 18 hereof.

46. On March 25, 1995 and April 17, 2017, United States Trademark Registration Nos.: 74653484 and 5178535 (“Registration”) for the mark “2 Live Crew” (the “Trademark”) was legally and duly issued and renewed to Lil’ Joe.

47. The Registration is valid and subsisting.

48. The Wong Won Heirs are using the Trademark or any reproduction, counterfeit, copy or colorable imitation of the Trademark in commerce in connection with his personal performances without Lil’ Joe’s consent.

49. Such use is likely to cause confusion, mistake or deceive as to the affiliation, connection or association of the Wong Won Heirs with Lil’ Joe or as to the ownership, origin, sponsorship or approval of the Wong Won Heirs’ services or commercial activities.

50. Such actions have caused, are causing and will continue to cause irreparable harm to Lil’ Joe for which it is entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

51. By reason of the foregoing acts, the Wong Won Heirs are liable to Lil’ Joe for false designation of origin pursuant to 15 U.S.C. § 1125.

52. The Wong Won Heirs owe Lil’ Joe compensatory damages, trebling of any damages for use of any counterfeit mark, costs and attorneys’ fees due to the exceptional nature of this case pursuant to 15 U.S.C. 1117.

53. Lil' Joe is obligated to pay its attorneys a reasonable fee for their service.

54. All conditions precedent to the filing of this action have been performed, waived, or have occurred.

WHEREFORE, plaintiff, Lil' Joe Records, Inc., demands judgment in its favor and against the defendants, the Wong Won Heirs, awarding injunctive relief against further infringement and for compensatory damages, trebled for any use of a counterfeit mark, plus interest, a reasonable attorneys' fee, cost of suit and all other relief this Court deems just and appropriate.

Count IV – Florida Trademark Infringement Against the Wong Won Heirs

55. Plaintiff repeats and realleges the allegations contained in paragraphs 1, 2, 6 and 11 through 18 hereof.

56. On March 25, 1995 and April 17, 2017, United States Trademark Registration Nos.: 74653484 and 5178535 (“Registration”) for the mark “2 Live Crew” (the “Trademark”) was legally and duly issued and renewed to Lil Joe.

57. The Registration is valid and subsisting.

58. The Wong Won Heirs are using the Trademark or any reproduction, counterfeit, copy or colorable imitation of the Trademark in commerce in connection with his personal performances including signs or advertisement used in commerce in connection with the sale, offering for sale, distribution or advertising of his personal performances without Lil' Joe's consent.

59. Such use is likely to cause confusion, mistake or deceive as to the ownership, origin or sponsorship of such unauthorized use.

60. By reason of the foregoing acts, the Wong Won Heirs are liable to Lil' Joe for trademark infringement pursuant to Fla. Stat § 495.131.

61. Such actions have caused, are causing and will continue to cause irreparable harm to Lil' Joe for which it is entitled to injunctive relief pursuant to Fla. Stat § 495.141.

62. The Wong Won Heirs owe Lil' Joe compensatory damages, trebling of any damages for use of any counterfeit mark, costs and attorneys' fees due to the exceptional nature of this case pursuant to Fla. Stat. §495.141.

63. Lil' Joe is obligated to pay its attorneys a reasonable fee for their service.

64. All conditions precedent to the filing of this action have been performed, waived, or have occurred.

WHEREFORE, plaintiff, Lil' Joe Records, Inc., demands judgment in its favor and against the defendants, the Wong Won Heirs, awarding injunctive relief against further infringement and for compensatory damages, trebled, plus interest, a reasonable attorneys' fee, cost of suit and all other relief this Court deems just and appropriate.

Count V – Common Law Trademark Infringement Against the Wong Won Heirs

65. Plaintiff repeats and realleges the allegations contained in paragraphs 1, 2, 6 and 11 through 18 hereof.

66. On March 25, 1995 and April 17, 2017, United States Trademark Registration Nos.: 74653484 and 5178535 (“Registration”) for the mark “2 Live Crew” (the “Trademark”) was legally and duly issued and renewed to Lil' Joe.

67. The Registration is valid and subsisting.

68. The Wong Won Heirs are using the Trademark or any reproduction, counterfeit, copy or colorable imitation of the Trademark in commerce in connection with his personal

performances including signs or advertisement used in commerce in connection with the sale, offering for sale, distribution or advertising of his personal performances without Lil' Joe's consent.

69. Such use is likely to cause confusion, mistake or deceive as to the ownership, origin or sponsorship of such unauthorized use.

70. The Wong Won Heirs owe Lil' Joe compensatory damages plus costs.

71. All conditions precedent to the filing of this action have been performed, waived, or have occurred.

WHEREFORE, plaintiff, Lil' Joe Records, Inc., demands judgment in its favor and against the defendants, the Wong Won Heirs, for compensatory damages plus interest, cost of suit and all other relief this Court deems just and appropriate.

Count VI – Federal Trademark Infringement Against Mark Ross

72. Plaintiff repeats and realleges the allegations contained in paragraphs 1, 2, 5, 11, 12 and 14 through 18 hereof.

73. On March 25, 1995 and April 17, 2017, United States Trademark Registration Nos.: 74653484 and 5178535 (“Registration”) for the mark “2 Live Crew” (the “Trademark”) was legally and duly issued and renewed to Lil' Joe.

74. The Registration is valid and subsisting.

75. Mark Ross is using the Trademark or any reproduction, counterfeit, copy or colorable imitation of the Trademark in commerce in connection with his personal performances including signs or advertisement used in commerce in connection with the sale, offering for sale, distribution or advertising of his personal performances without Lil' Joe's consent.

76. Such use is likely to cause confusion, mistake or deceive as to the ownership, origin or sponsorship of such unauthorized use.

77. Such actions have caused, are causing and will continue to cause irreparable harm to Lil' Joe for which it is entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

78. By reason of the foregoing acts, Mark Ross is liable to Lil' Joe for trademark infringement pursuant to 15 U.S.C. § 1114, *et seq.*

79. Mark Ross owes Lil' Joe compensatory damages, trebling of any damages for use of any counterfeit mark, costs and attorneys' fees due to the exceptional nature of this case pursuant to 15 U.S.C. §1117.

80. Lil' Joe is obligated to pay its attorneys a reasonable fee for their service.

81. All conditions precedent to the filing of this action have been performed, waived, or have occurred.

WHEREFORE, plaintiff, Lil' Joe Records, Inc., demands judgment in its favor and against the defendant, Mark Ross, awarding injunctive relief against further infringement and for compensatory damages, trebled for any use of a counterfeit mark, plus interest, a reasonable attorneys' fee, cost of suit and all other relief this Court deems just and appropriate.

Count VII – False Designation of Origin Against Mark Ross

82. Plaintiff repeats and realleges the allegations contained in paragraphs 1, 2, 5, 11, 12 and 14 through 18 hereof.

83. On March 25, 1995 and April 17, 2017, United States Trademark Registration Nos.: 74653484 and 5178535 (“Registration”) for the mark “2 Live Crew” (the “Trademark”) was legally and duly issued and renewed to Lil' Joe.

84. The Registration is valid and subsisting.

85. Mark Ross is using the Trademark or any reproduction, counterfeit, copy or colorable imitation of the Trademark in commerce in connection with his personal performances without Lil' Joe's consent.

86. Such use is likely to cause confusion, mistake or deceive as to the affiliation, connection or association of Mark Ross with Lil' Joe or as to the ownership, origin, sponsorship or approval of Mark Ross' services or commercial activities.

87. Such actions have caused, are causing and will continue to cause irreparable harm to Lil' Joe for which it is entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

88. By reason of the foregoing acts, Mark Ross is liable to Lil' Joe for false designation of origin pursuant to 15 U.S.C. § 1125.

89. Mark Ross owes Lil' Joe compensatory damages, trebling of any damages for use of any counterfeit mark, costs and attorneys' fees due to the exceptional nature of this case pursuant to 15 U.S.C. 1117.

90. Lil' Joe is obligated to pay its attorneys a reasonable fee for their service.

91. All conditions precedent to the filing of this action have been performed, waived, or have occurred.

WHEREFORE, plaintiff, Lil' Joe Records, Inc., demands judgment in its favor and against the defendant, Mark Ross, awarding injunctive relief against further infringement and for compensatory damages, trebled for any use of a counterfeit mark, plus interest, a reasonable attorneys' fee, cost of suit and all other relief this Court deems just and appropriate.

Count VIII – Florida Trademark Infringement Against Mark Ross

92. Plaintiff repeats and realleges the allegations contained in paragraphs 1, 2, 5, 11, 12 and 14 through 18 hereof.

93. On March 25, 1995 and April 17, 2017, United States Trademark Registration Nos.: 74653484 and 5178535 (“Registration”) for the mark “2 Live Crew” (the “Trademark”) was legally and duly issued and renewed to Lil’ Joe.

94. The Registration is valid and subsisting.

95. Mark Ross is using the Trademark or any reproduction, counterfeit, copy or colorable imitation of the Trademark in commerce in connection with his personal performances including signs or advertisement used in commerce in connection with the sale, offering for sale, distribution or advertising of his personal performances without Lil’ Joe’s consent.

96. Such use is likely to cause confusion, mistake or deceive as to the ownership, origin or sponsorship of such unauthorized use.

97. By reason of the foregoing acts, Mark Ross is liable to Lil’ Joe for trademark infringement pursuant to Fla. Stat § 495.131.

98. Such actions have caused, are causing and will continue to cause irreparable harm to Lil’ Joe for which it is entitled to injunctive relief pursuant to Fla. Stat § 495.141.

99. Mark Ross owes Lil’ Joe compensatory damages, trebling of any damages for use of any counterfeit mark, costs and attorneys’ fees due to the exceptional nature of this case pursuant to Fla. Stat. §495.141.

100. Lil’ Joe is obligated to pay its attorneys a reasonable fee for their service.

101. All conditions precedent to the filing of this action have been performed, waived, or have occurred.

WHEREFORE, plaintiff, Lil’ Joe Records, Inc., demands judgment in its favor and against the defendant, Mark Ross, awarding injunctive relief against further infringement and for

compensatory damages, trebled, plus interest, a reasonable attorneys' fee, cost of suit and all other relief this Court deems just and appropriate.

Count IX – Common Law Trademark Infringement Against Mark Ross

102. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 28 and it further alleges:

103. On March 25, 1995 and April 17, 2017, United States Trademark Registration Nos.: 74653484 and 5178535 (“Registration”) for the mark “2 Live Crew” (the “Trademark”) was legally and duly issued and renewed to Lil’ Joe.

104. The Registration is valid and subsisting.

105. Mark Ross is using the Trademark or any reproduction, counterfeit, copy or colorable imitation of the Trademark in commerce in connection with his personal performances including signs or advertisement used in commerce in connection with the sale, offering for sale, distribution or advertising of his personal performances without Lil’ Joe’s consent.

106. Such use is likely to cause confusion, mistake or deceive as to the ownership, origin or sponsorship of such unauthorized use.

107. Mark Ross owes Lil’ Joe compensatory damages plus costs.

108. All conditions precedent to the filing of this action have been performed, waived, or have occurred.

Count X – Copyright Infringement Against Mark Ross

109. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 28 hereof and it further alleges:

110. This is a count for copyright infringement versus Mark Ross with respect to the copywritten album and Work owned by Plaintiff, pursuant to 17 USC §101 *et seq.*

111. Plaintiff is the owner of the following copyrights:
- i. VA 1-129-759 2 Live Is What We Are
 - ii. VA 1-129-779 As Nasty As They Wanna Be
 - iii. VA 1-141-129 Banned In The USA
 - iv. VA 1-144-201 Sports Weekend (As Nasty As They Wanna Be Part II)
 - v. VA 1-144-230 Shake A Lil' Somethin'
 - vi. VA 1-108-305 The 2 Live Crew Goes To The Movies
 - vii. VA 1-144-202 The 2 Live Crew Live In Concert

All of which being duly registered in the U.S. Copyright Office, which has issued 7 certificates of registration, which are attached hereto as **Composite Exhibit G**. (hereinafter "Plaintiff's VA Copyrights")

112. Defendant, Mark Ross, has copied, disseminated and distributed infringing copies of Plaintiff's VA Copyrights in commerce, knowingly, in violation of Plaintiff's exclusive ownership in the VA Copyrights.

113. As a direct and proximate result of Defendant, Mark Ross' infringement of Plaintiff's VA Copyrights, Plaintiff has been damaged.

WHEREFORE, plaintiff, Lil' Joe Records, Inc., demands judgment in its favor and against the defendant, Mark Ross, for injunctive relief, damages as to be determined pursuant to 17 USC §504 and attorneys' fees pursuant to 17 USC §505, and all other relief this Court deems just and appropriate.

October 21, 2021

WOLFE LAW MIAMI, P.A.
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By: /s/ Richard C. Wolfe
RICHARD C. WOLFE
Florida Bar No. 355607

CIVIL COVER SHEET

JS 44 (Rev. 10/20) FLSD Revised 02/12/2021

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS

LIL'JOE RECORDS, INC., a Florida corporation

DEFENDANTS

MARK ROSS, CHRISTOPHER WONG WON,

(b) County of Residence of First Listed Plaintiff Miami-Dade (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

Richard C. Wolfe, Wolfe Law Miami, 175 SW 7th Street, Suite 2410, M

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

- CONTRACT: 110 Insurance, 120 Marine, 130 Miller Act, 140 Negotiable Instrument, 150 Recovery of Overpayment & Enforcement of Judgment, 151 Medicare Act, 152 Recovery of Defaulted Student Loans (Excl. Veterans), 153 Recovery of Overpayment of Veteran's Benefits, 160 Stockholders' Suits, 190 Other Contract, 195 Contract Product Liability, 196 Franchise
REAL PROPERTY: 210 Land Condemnation, 220 Foreclosure, 230 Rent Lease & Ejectment, 240 Torts to Land, 245 Tort Product Liability, 290 All Other Real Property
PERSONAL INJURY: 310 Airplane, 315 Airplane Product Liability, 320 Assault, Libel & Slander, 330 Federal Employers' Liability, 340 Marine, 345 Marine Product Liability, 350 Motor Vehicle, 355 Motor Vehicle Product Liability, 360 Other Personal Injury, 362 Personal Injury - Med. Malpractice
PERSONAL INJURY: 365 Personal Injury - Product Liability, 367 Health Care/Pharmaceutical Personal Injury Product Liability, 368 Asbestos Personal Injury Product Liability
PERSONAL PROPERTY: 370 Other Fraud, 371 Truth in Lending, 380 Other Personal Property Damage, 385 Property Damage Product Liability
PRISONER PETITIONS: Habeas Corpus: 463 Alien Detainee, 510 Motions to Vacate Sentence; Other: 530 General, 535 Death Penalty, 540 Mandamus & Other, 550 Civil Rights, 555 Prison Condition, 560 Civil Detainee - Conditions of Confinement

- FORFEITURE/PENALTY: 625 Drug Related Seizure of Property 21 USC 881, 690 Other
BANKRUPTCY: 422 Appeal 28 USC 158, 423 Withdrawal 28 USC 157
PROPERTY RIGHTS: 820 Copyrights, 830 Patent, 835 Patent - Abbreviated New Drug Application, 840 Trademark, 880 Defend Trade Secrets Act of 2016
SOCIAL SECURITY: 861 HIA (1395ff), 862 Black Lung (923), 863 DIWC/DIWW (405(g)), 864 SSID Title XVI, 865 RSI (405(g))
LABOR: 710 Fair Labor Standards Act, 720 Labor/Mgmt. Relations, 740 Railway Labor Act, 751 Family and Medical Leave Act, 790 Other Labor Litigation, 791 Empl. Ret. Inc. Security Act
IMMIGRATION: 462 Naturalization Application, 465 Other Immigration Actions
OTHER STATUTES: 375 False Claims Act, 376 Qui Tam (31 USC 3729 (a)), 400 State Reapportionment, 410 Antitrust, 430 Banks and Banking, 450 Commerce, 460 Deportation, 470 Racketeer Influenced and Corrupt Organizations, 480 Consumer Credit (15 USC 1681 or 1692), 485 Telephone Consumer Protection Act (TCPA), 490 Cable/Sat TV, 850 Securities/Commodities/Exchange, 890 Other Statutory Actions, 891 Agricultural Acts, 893 Environmental Matters, 895 Freedom of Information Act, 896 Arbitration, 899 Administrative Procedure Act/Review or Appeal of Agency Decision, 950 Constitutionality of State Statutes

V. ORIGIN

- 1 Original Proceeding, 2 Removed from State Court, 3 Re-filed (See VI below), 4 Reinstated or Reopened, 5 Transferred from another district (specify), 6 Multidistrict Litigation Transfer, 7 Appeal to District Judge from Magistrate Judgment, 8 Multidistrict Litigation - Direct File, 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

(See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): This action arises under the Copyright Act, 17 U.S.C. § 101, et seq., LENGTH OF TRIAL via 3 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY: RECEIPT #

AMOUNT IFP JUDGE MAG JUDGE

COMPOSITE EXHIBIT A

EXCLUSIVE RECORDING AGREEMENT

This Agreement made and entered into as of this _____ day of April, 1991 by and between Luke Records, Inc., 8400 N.E. 2nd Ave, Miami, Florida 33138 ("COMPANY") and Chris Wong Won as performer in the group known as The 2 Live Crew ("ARTIST").

In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. (a) COMPANY hereby engages ARTIST to record for COMPANY masters embodying the performances of ARTIST, and ARTIST hereby accepts such engagement and agrees to record masters embodying the performances of ARTIST exclusively for COMPANY during the term hereof and all extensions and renewals.

(b) The rights herein granted to COMPANY and the obligations of ARTIST shall be for the world ("Territory").

2. The term of this Agreement shall be for a period of one (1) year commencing on the date hereof ("Initial Period"). ARTIST hereby grants to COMPANY four (4) consecutive separate options to extend the term for further periods of one (1) year each ("Option Periods"), each upon the same terms and conditions applicable to the Initial Period, except as otherwise hereinafter set forth. The Initial Period and every Option Period for which Company has exercised its option are hereinafter sometimes referred to together as the "Term". Each option shall be automatically exercised, unless written notice to the contrary is sent to ARTIST at least fifteen (15) days prior to the date that the Term would otherwise expire.

3. During the Initial Period, ARTIST shall record masters the equivalent in playing time of one Lp. Said masters will be owned by COMPANY pursuant to all of the terms and conditions of this Agreement, particularly Paragraph 20 hereof and said masters shall be deemed recorded and delivered hereunder during the Initial term.

4. (a) During the Term, ARTIST shall not perform for the purpose of making records for anyone other than COMPANY for distribution in the Territory and ARTIST shall not authorize the use of ARTIST's name, likeness, or other identification for the purpose of distributing, selling, advertising or exploiting records for anyone other than

COMPANY in the Territory. It is agreed however, that individual members of ARTIST not to exceed two (2) may perform as instrumentalists, arrangers, producers or background singers on other recordings for other artists in a "sideman" capacity provided COMPANY receives credit, in the form of "Courtesy of Luke Records". This paragraph will not apply to any records distributed by Luke Records.

(b) ARTIST shall not perform any selection recorded hereunder for the purpose of making records for anyone other than COMPANY for distribution in the Territory (i) for a period of five (5) years after the initial date of release of the respective record containing such selection or (ii) for a period of two (2) years after the expiration or other termination of this Agreement, whichever is later ("Re-recording Restriction").

(c) Should ARTIST make any sound recording during the Term for motion pictures, television, electrical transcriptions or any other medium or should ARTIST after the Term perform for any such purpose any selection recorded hereunder to which the Re-recording Restriction then applies, ARTIST will do so only pursuant to a written agreement prohibiting the use of such recordings, directly or indirectly, for record purposes in the Territory. ARTIST shall furnish to COMPANY a copy of the provisions of any such contract relating to the foregoing.

5. All masters recorded by ARTIST during the Term from the inception of the recording thereof and all reproductions derived therefrom, together with the performances embodied thereon, shall be the property of COMPANY for the world free from any claims whatsoever by ARTIST or any person deriving any rights or interests from ARTIST. Without limiting the generality of the foregoing, COMPANY and its designee(s) shall have the exclusive and unlimited right to all the results and proceeds of ARTIST's recording services rendered during the Term, including, but not limited to, the exclusive, unlimited and perpetual rights throughout the world:

(a) To manufacture, advertise, sell, lease, license, distribute or otherwise use or dispose of, in any or all fields of use by any method now or hereafter known, records embodying the masters recorded by ARTIST during the Term, all upon such terms and conditions as COMPANY may elect, or at its discretion, to refrain therefrom;

to use and publish and to permit others to use and publish ARTIST'S name (including any professional name heretofore or hereafter adopted by ARTIST), photographs, likeness, and biographical material concerning ARTIST for advertising and trade purposes in connection with all masters recorded by ARTIST and all Pictures produced during the Term; ARTIST consent will be requested, such consent may not be unreasonably withheld. After the term of this agreement the rights conveyed in this paragraph shall be non-exclusive.

(c) To obtain copyrights and renewals thereof in sound recordings (as distinguished from the musical compositions embodied thereon) recorded by ARTIST during the Term, in COMPANY'S name as owner and employer-for-hire of such sound recordings;

(d) To release records derived from masters recorded by ARTIST during the Term under any name, trademark or label which COMPANY or its subsidiaries, affiliates or licensees may from time to time elect. COMPANY agrees that the initial United States release during the Term hereof shall be on COMPANY'S first line label. Masters recorded hereunder shall be distributed by a distributor or distributors selected by COMPANY in COMPANY'S sole discretion.

(e) To perform such records publicly and to permit public performances thereof by means of radio broadcast, television or any other method now or hereafter known.

6. (a) ARTIST acknowledges that the sale of records is speculative and agrees that the judgment of COMPANY, reasonably exercised, with regard to any matter affecting the sale, distribution or exploitation of such records shall be binding and conclusive upon ARTIST. Except as otherwise specifically set forth in subparagraph 6(b) hereof, nothing contained in this Agreement shall obligate COMPANY to make, sell, license, or distribute records manufactured from masters delivered hereunder.

(b) Provided that ARTIST is not in breach of this Agreement, and if COMPANY is in receipt of completed, fully edited and mixed commercially satisfactory masters sufficient to comprise each newly-recorded required LP hereunder embodying ARTIST'S newly-recorded required studio performances of material not previously recorded by ARTIST ready for COMPANY'S manufacture of records therefrom, together with all materials therefor, COMPANY agrees to commercially release each LP recorded and delivered hereunder within one hundred and twenty (120) days following completion of Artists recording for COMPANY.

(c) It is understood and agreed that if COMPANY shall have failed to so release any such LP, ARTIST shall have the right to notify COMPANY in writing of COMPANY'S such failure and of ARTIST'S desire that the Term of this

(60) days after COMPANY receives such notice from ARTIST, commercially release the applicable LP in the World. It is specifically understood and agreed that if COMPANY shall fail to fulfill any such release commitment, COMPANY shall have no liability whatsoever to ARTIST and ARTIST's only remedy shall be to terminate the Term of this Agreement by written notice to COMPANY within fifteen (15) days following the expiration of such sixty (60) day period.

7. (a) An advance in the sum of two hundred and fifty thousand (\$250,000.00) dollars, to be divided equally by all members of that certain musical group known as 2 Live Crew, payable as follows; One third (1/3) upon signing of the agreement; one third (1/3) upon the start of the Lp; and the remaining one third (1/3) upon completion of the album, shall be the amount of the Recording Fund for the first Lp delivered during the initial Contract Period (the First Lp).

(b) On all future Lp's the advance of two hundred and fifty thousand (\$250,000) dollars, to be divided equally by all members of that certain musical group known as 2 Live Crew, shall be paid at one-half (1/2) on renewal of the Option Period and one-half (1/2) upon completion of the Lp.

	<u>Fund Amount</u>
(i) The Album Delivered during the first Contract Period (the "Second Album"):	\$250,000
(ii) The Album Delivered during the second Option Period (the "Third Album")	\$250,000
(iii) The Album Delivered during the third Option Period (the "Fourth Album")	\$250,000
(iv) The Album Delivered during the fourth Option Period (the "Fifth Album")	\$250,000

(c) During each Contract Period COMPANY will have the option to increase the Recording Commitment for that Period by Master Recordings constituting one additional Lp ("Overcall Recordings"). COMPANY may exercise that option by sending you a notice at any time before the end of the Contract Period concerned. The current Contract Period will continue for nine (9) months after delivery of the Overcall Recordings. Any Lp entitled Luke Featuring 2 Live Crew shall count as an Overcall Lp. COMPANY however shall be limited to two (2) overcall albums over the entire length of the contract.

8. (a) (i) Except as otherwise provided in subparagraph 8(a)(ii) hereof, COMPANY shall be solely respon-

able for and shall pay all recording costs, pressing and promotional costs incurred in the production and release of all masters subject to this Agreement. All such costs paid by COMPANY shall be deducted from any and all monies becoming payable to ARTIST under this agreement.

(ii) Notwithstanding the provisions of subparagraph 8(a)(i) hereof, in the event that COMPANY elects to require ARTIST to record and deliver the Additional Masters, or if COMPANY wishes to re-mix any of the masters delivered in connection with the First LP, all costs so paid by COMPANY shall be advances against and recoupable by COMPANY out of all royalties becoming payable to ARTIST pursuant to this or any other agreement between the parties hereto.

(b) COMPANY shall be solely responsible for and shall pay all monies becoming payable to ARTIST and all other parties rendering services or otherwise in respect of sales of recordings derived from masters subject to this Agreement.

9. (a) Each master recorded and delivered hereunder shall be produced by a producer selected by COMPANY. COMPANY shall be solely responsible for and shall pay all monies becoming payable to all producers. All such sums so paid by COMPANY shall be deducted from any and all monies otherwise payable to ARTIST under this or any other agreement between the parties hereto (excluding any publishing agreements with Companies affiliate Publishing Companies).

(b) As to any producers selected by COMPANY, COMPANY shall pay said producer or producers a royalty negotiated between COMPANY and said producer and shall not effect the royalty otherwise payable to ARTIST under this or any other agreement between the parties hereto.

10. Conditioned upon ARTIST's full and faithful performance of all the material terms hereof, COMPANY shall pay ARTIST the following royalties in respect of records subject to this Agreement:

(a) Company shall credit Artist's Royalty Account pursuant to and in accordance with the following royalty schedule for records manufactured and sold in the United States:

<u>RECORDING PERIODS</u>	<u>MINIMUM SIDES</u>	<u>ROYALTY RATES</u>
Initial Period	One LP	15%
1st Option Period	One LP	15%
2nd Option Period	One LP	15%
3rd Option Period	One LP	15%
4th Option Period	One LP	15%

*Royalty Rate = Percentage times ninety (90%) percent of net records sold and for which Company has been paid times the retail price of records manufactured in the United States. This rate shall not apply to 7" or 12" singles. (In the event Company's distributor pay on the basis of eighty-five (85%) percent of retail, then company shall pay on the same basis as distributor). The rate for 7" and 12" singles shall be thirteen (13%) percent.

(b) (i) With respect to retail sales outside the United States of all records derived from masters recorded and delivered during the Term, the royalty rate shall be based upon the U.S. rate and pro rated down at the percentage which COMPANY's royalty rate is reduced.

(ii) The royalty rate hereinabove set forth in subparagraph 10(b)(i) shall be hereinafter referred to as the "Basic Foreign Rate".

(iii) Notwithstanding anything to the contrary contained herein, with respect to records sold in Brazil, Greece, Portugal, India, Kenya, Zambia, Zimbabwe, Nigeria and any other territory in which governmental or other authorities place limits on the royalty rates permissible for remittances to the United States in respect of records sold in such territory(ies), the royalty rate payable to ARTIST hereunder in respect of sales of records in such territory(ies) shall equal the lesser of (A) the Basic Foreign Rate or (B) the effective royalty rate permitted by such governmental or other authority for remittances to the United States less a royalty equivalent to two (2%) percent of the retail list price and such monies as Company or its licensees shall be required to pay to all applicable union funds in respect of said sales.

(iv) Royalties in respect of sales of records outside the United States shall be computed in the same national currency as COMPANY is accounted to be its licensees and shall be paid to ARTIST at the same rate of exchange as COMPANY is paid. It is understood that such royalties will not be due and payable until payment thereof is received by or credited to COMPANY in the United States governmental regulations, royalties therefor shall not be credited to ARTIST's account during the continuance of such inability except that (I) if any accounting rendered to ARTIST hereunder during the continuance of such inability shows ARTIST's account to be in a credit position, COMPANY will, after ARTIST's request and at ARTIST's expense, if

credit in the applicable foreign currency in a foreign depository, or (19) if the royalties not credited to ARTIST's account exceed the amount, if any, by which ARTIST's account is in a debit position, then COMPANY will, after ARTIST request and at ARTIST's expense, and if COMPANY is able to do so, deposit such excess royalties to ARTIST's credit in the applicable foreign currency in a foreign depository. Deposit as aforesaid shall fulfill COMPANY's obligations under this Agreement as to record sales to which such royalty payments are applicable.

(c) With respect to records sold (i) through any direct mail or mail order distribution method, including, without limitation, record club distribution, (ii) by distribution through retail outlets in conjunction with special advertisements on radio or television or (iii) by any combination of the methods set forth above, the royalty payable in connection therewith shall be one-half (1/2) of COMPANY's net earned royalty receipts in respect of reported sales through such channels after COMPANY shall have first deducted all third party payments for which COMPANY is responsible. No royalties shall be payable with respect to records given away as "bonus" or "free" records as a result of joining a record club or plan or of purchasing a required number of records or with respect to records received by members of any such club operation either in an introductory offer in connection with joining such club or upon recommending that another join such club operation.

(d) (i) With respect to mid-priced LPs, the royalty rate shall be two-thirds (2/3) of the Basic U.S. LP Rate or Basic Foreign Rate, as the case may be, provided that during the Term, COMPANY shall not release in the United States any such mid-priced LP comprised solely of masters delivered hereunder prior to nine (9) months following COMPANY's initial United States release of such LP as a full-priced record, unless ARTIST shall consent in writing.

(ii) With respect to budget LPs, the royalty rate shall be one-half (1/2) of the Basic U.S. LP Rate or Basic Foreign Rate, as the case may be, provided that during the Term, COMPANY shall not release in the United States any such budget LP comprised solely of masters delivered hereunder prior to eighteen (18) months following COMPANY's initial United States release of such LP as a full-priced record, unless ARTIST shall consent thereto.

(e) With respect to EPs, the royalty rate shall be three-fourths (3/4) of the Basic U.S. LP Rate or Basic Foreign Rate, as the case may be.

(f) Notwithstanding anything to the contrary contained in this Agreement, in the event that Company (or its licensee(s)) shall in any country(ies) of the Territory adopt a policy applicable to the majority of LPs in COMPANY's (or its licensee(s)') then current catalogue pursuant to which the retail list price of an LP is reduced subsequent to its initial release, then the royalty rates otherwise payable to ARTIST under this Agreement shall be reduced in the proportion that such reduced retail list price of the applicable LP bears to the retail list price of such LP as initially released in the applicable country.

(g) With respect to "compact-disc" LPs, the royalty rate shall be the Basic U.S. LP Rate or Basic Foreign Rate, as the case may be.

(h) In the event that COMPANY shall sell or license third parties to sell "records" via telephone, satellite, cable or other direct transmission to the consumer over wire or through the air, ARTIST shall be paid royalties with respect thereto at the Basic U.S. Singles Rate, Basic U.S. LP Rate or Basic Foreign Rate, as the case may be. For the purposes of calculating royalties payable in connection with such sales, the retail list price of such "records" shall be deemed to be the then-current retail list price of tape copies of such records and in the case of records which have no tape equivalent, the corresponding price of the disc (but in the United States, eighty-five (85%) percent of the then current retail list price of such tape copies or corresponding disc), and the packaging deduction for such sales shall be made in accordance with subparagraph 10(s)(iii) of this Agreement.

(i) The royalty rate payable for records sold to the United States government, its subdivisions, departments and agencies, and to educational institutions and libraries shall be one-half (1/2) of the otherwise applicable basic U.S. rate and shall be based upon the retail list price (Post Exchange list price where applicable) of such records.

(j) The royalty rate payable for records sold as "premiums" shall be one-half (1/2) of the Basic U.S. Singles Rate, Basic U.S. LP Rate or Basic Foreign Rate, as the case may be, and the retail list price for such records shall be deemed to be COMPANY's actual sales price. It is understood that COMPANY shall not use ARTIST's name or likeness in connection with any such "premium" record as an endorsement of any product or service. COMPANY agrees that there will be no premium records without the ARTISTS consent, which will not be unreasonably withheld. ARTIST's consent or withholding of consent must be made in writing within seven (7) days of COMPANY's request, failure to respond will be deemed agreement with COMPANY's request.

(k) Intentionally Deleted.

(l) COMPANY shall have the right to license the masters to third parties for record use and/or all other types of use on a flat-fee basis. COMPANY shall credit ARTIST's royalty account with fifty (50%) percent of the net amount received by COMPANY under each such license after COMPANY shall have first deducted all third party payments from the gross, for which COMPANY is responsible.

(m) As to records not consisting entirely of masters recorded and delivered hereunder, the royalty rate otherwise payable to ARTIST hereunder with respect to sales of any such record shall be prorated by multiplying such royalty rate by a fraction, the numerator of which is the number of masters recorded and delivered hereunder embodied on such record and the denominator of which is the total number of masters embodied thereon. This formula applies only to royalty bearing masters.

(n) As to masters embodying performances of ARTIST together with the performances of another artist or artists, the royalty rate otherwise payable hereunder with respect to sales of any record derived from any such master and the recording costs and/or advances otherwise payable by COMPANY hereunder with respect to any such master shall be prorated by multiplying such royalty rate or recording costs and/or advances by a fraction, the numerator of which is one and the denominator of which is the total number of artists whose performances are embodied on such master, who receive royalties.

(o) COMPANY shall have the right to include or to license others to include any one or more of the masters in promotional records on which such masters and other recordings are included, which promotional records are designed for sale at a substantially lower price than the regular price of COMPANY's LPs. No royalties shall be payable on sales of such promotional records.

(p) No royalties shall be payable in respect of:
(i) records given away or furnished on a "no-charge" basis to "one-stops", rack jobbers, distributors or dealers, whether or not affiliated with COMPANY, provided that such records do not exceed 300 non-royalty bearing Singles out of every 1,000 Singles distributed and 200 non-royalty bearing LPs out of every 1,000 LPs distributed, and provided further that COMPANY shall have the right to exceed the aforesaid limitations for short term special promotions or marketing campaigns. The number of records distributed on a no-charge

basically shall not, for any such short term promotion or campaign exceed an additional ten (10%) percent of the total number of records distributed. COMPANY shall use reasonable efforts to notify ARTIST of any such short term special promotion or campaign, but COMPANY's failure to do so shall not be a breach of this Agreement or in any manner affect COMPANY's right to distribute records on a non-royalty basis as aforesaid; (ii) records given away or sold at below stated wholesale prices for promotional purposes to disc jockeys, record reviewers, radio and television stations and networks, motion pictures companies, music publishers, COMPANY's employees, ARTIST, ARTIST or other customary recipients of promotional records or for use on transportation facilities; (iii) records sold as scrap, salvage, overstock or "cut-outs"; (iv) records sold below cost. No royalties shall be payable on any sales by COMPANY's licensees until payment has been received by or credited to COMPANY in the United States. This paragraph shall be governed by the agreement between COMPANY and it's distributor. In the event that distributor adopts a different policy as to the contents of this paragraph, then said distributor's policy shall prevail as between COMPANY and ARTIST, it is agreed however, that said policy change may not materially change the terms under this agreement. Notices of said changes shall be made to ARTIST pursuant to this Agreement.

(q) As to records sold at a discount to "one-stops", rack jobbers, distributors or dealers, whether or not affiliated with COMPANY, in lieu of the records given away or furnished on a "no-charge" basis as provided in subparagraph 10(p)(i) above, the applicable royalty rate otherwise payable hereunder with respect to such records shall be reduced in the proportion that said discount wholesale price bears to the usual stated wholesale price, provided that said reduction in the applicable royalty rate does not exceed the percentage limitations set forth in subparagraph 10(p)(i) above.

(r) The royalty rates provided for in this Paragraph 10 shall be applied against the retail list price (less COMPANY's container deductions, excise taxes, duties and other applicable taxes) for ninety (90%) percent of records sold which are paid for and not returned. The term for "retail list price" as used in this Agreement shall mean (i) for records sold in the United States, the manufacturer's suggested retail price in the United States and (ii) for records sold outside the United States, the manufacturer's suggested retail price in the country of manufacture or sale, as COMPANY is paid. In those countries where a manufacturer's suggested retail price is not utilized or permitted, the generally accepted retail price shall be utilized. Notwithstanding the foregoing, (A) the retail list price for a "Disco-single" shall be deemed to be the retail list price for a Single, except for Disco-Singles sold in the United States the retail list price therefor shall be deemed to be the lesser of one hundred fifty (150%) percent of the retail list price of a Single or the actual

retail list price of such Disco-single and (B) with respect to "compact-disc" or other audiofile records in any configuration manufactured, distributed and sold by Company's normal retail channels in the United States a royalty equal at the same penny rate as Company is paid on cassette tapes. In computing sales, COMPANY shall have the right to deduct all returns made at any time and for any reason.

(s) COMPANY's container deductions shall be a sum equal to (i) ten (10%) percent of the retail list price for records in disc form (other than "compact-disc" records), (ii) twelve and one-half (12-1/2%) percent of the retail list price for records in disc form in "double-fold" jackets or covers or in jackets which contain an insert or any other special elements, and (iii) twenty-five (25%) percent of the retail list price for pre-recorded tape, "compact-discs" and cartridge boxes or containers, or any other form of package, container or box other than as described herein. In the event that the deduction for packaging charged by COMPANY's distributor is different than the amounts herein, then the amount deducted by COMPANY's distributor shall prevail, however, said policy may not materially alter the amount of money received by ARTIST. COMPANY shall not apply any packaging deduction to 7" vinyl singles in standard sleeves.

11. Statements as to royalties payable hereunder shall be sent by COMPANY to ARTIST (each individually) within sixty (60) days after the expiration of each calendar quarter for the preceding quarterly period ending February 28, May 31, August 31 or November 30. Concurrently with the rendition of each statement, COMPANY shall pay ARTIST all royalties shown to be due by such statement, after deducting all recording costs paid by COMPANY, all payments made on behalf of ARTIST, and all advances made to ARTIST prior to the rendition of the statement. No statements need be rendered by COMPANY for any such quarterly period after the expiration of the Term hereof for which there are no sales of records derived from masters hereunder. All payments shall be made to the order of ARTIST and shall be sent to ARTIST at ARTIST's address first above written. COMPANY shall be entitled to maintain a single account with respect to all recordings subject to this or any other agreement between the parties hereto. COMPANY may maintain reserves, however, COMPANY agrees that regarding such reserves: (i) with respect to LPs in disc form, each base reserve as initially established shall not exceed twenty (20%) percent of records shipped during the applicable accounting period and shall, at the end of two (2) years from the date established, be reduced to five (5%) percent; (ii) with respect to LPs in tape form, each base

reserve as initially established shall not exceed twenty-five (25%) percent of tapes shipped during the applicable accounting period and shall, at the end of two (2) years from the date established, be reduced to ten (10%) percent; and (iii) with respect to Singles, each base reserve as initially established shall not exceed thirty-five (35%) percent of records shipped during the applicable accounting period and shall, at the end of two (2) years from the date established, be reduced to ten (10%) percent. COMPANY shall fully liquidate each base reserve within three (3) years from the date that such base reserve was established. At such time as a reserve is liquidated, it shall be deemed to be a sale in the period in which it was liquidated. ARTIST shall be deemed to have consented to all accountings rendered by COMPANY hereunder and said accountings shall be binding upon ARTIST and not subject to any objection by ARTIST for any reason unless specific objection, in writing, stating the basis thereof, is given to COMPANY within two (2) years after the date rendered, and after such written objection, unless suit is instituted within one (1) year after the date upon which COMPANY notifies ARTIST that it denies the validity of the objection. In the event COMPANY's distributor shall pay COMPANY on a semi-annual basis, then COMPANY shall pay ARTIST on the same basis as COMPANY is paid.

12. ARTIST shall have the right at ARTIST's sole cost and expense to appoint a Certified Public Accountant who is not then currently engaged in an outstanding audit of COMPANY to examine COMPANY's books and records as same pertain to sales of records subject hereto as to which royalties are payable hereunder, provided that any such examination shall be for a reasonable duration, shall take place at COMPANY's offices during normal business hours on reasonable prior written notice and shall not occur more than once in any calendar year.

13. (a) All notices to ARTIST may be served upon a principal or officer of ARTIST personally, by prepaid telegram, or by depositing the same, postage prepaid, in any mail box, chute, or other receptacle authorized by the United States Postal Service for mail, addressed to ARTIST at ARTIST' address first above written with a simultaneous copy sent in the same manner to: Mark L. Levinson, Sklar, Coben, Levinson & Dornstein, Inc., 2029 Century Park East, Los Angeles, CA 90067.

(b) All notices to COMPANY shall be in writing and shall be sent postage prepaid by registered or certified mail, return receipt requested, and addressed to COMPANY's address first above written with a simultaneous copy sent in the same manner to: Allen L. Jacobi, ESQ., Jacobi & Jacobi, P.A., 1313 N.E. 125th Street, North Miami, FL 33161.

14. (a) All musical compositions or material recorded pursuant to this Agreement which are written or composed, in whole or in part by ARTIST or any producer of the masters

subject hereof, or which are covered or controlled, directly or indirectly, in whole or in part, by ARTIST and/or Artist or any producer of the masters subject hereto (herein called "Controlled Compositions") shall be and are hereby licensed to COMPANY for the United States at a royalty per selection equal to seventy-five (75%) percent of the minimum statutory per selection rate (without regard to playing time) effective on the earlier of (i) the date such masters are required to be delivered hereunder or (ii) the date such masters are delivered to COMPANY hereunder. The aforesaid seventy-five (75%) percent per selection rate shall hereinafter sometimes be referred to as the "Per Selection Rate." Notwithstanding the foregoing, the maximum aggregate mechanical royalty rate which COMPANY shall be required to pay in respect of any Single, Disco-single or LP hereunder, regardless of the total number of all compositions contained therein, shall not exceed two (2) times, and ten (10) times the Per Selection Rate, respectively and in respect of any EP hereunder, regardless of the total number of all compositions contained thereon, shall not exceed the per Selection Rate times the total number of masters contained therein. In this connection, it is specifically understood that in the event that any Single, Disco-Single, EP or LP contains other compositions in addition to the Controlled Compositions and the aggregate mechanical royalty rate provided in this Paragraph 14, the aggregate rate for the Controlled Compositions contained thereon shall be reduced by the aforesaid excess over said applicable rate. Additionally, COMPANY shall have the right with respect to any Single, Disco-single, EP or LP, the aggregate mechanical royalty rate for which exceeds the applicable rate provided in this Paragraph 14 to deduct such excess payable thereon from any and all monies payable to ARTIST pursuant to this or any other agreement between the parties hereto. All mechanical royalties payable hereunder shall be paid on the basis of net records sold hereunder for which royalties are payable to ARTIST pursuant to this Agreement. Notwithstanding anything to the contrary contained herein, mechanical royalties payable in respect of Controlled Compositions for sales of records for any use other than as described in subparagraphs 10(a), (e), (g) and (k) hereof shall be seventy-five (75%) percent of the otherwise applicable Per Selection Rate. Controlled Compositions which are arranged versions of any musical compositions in the public domain, when furnished by ARTIST for recording hereunder, shall be free of administration of copyright in any Controlled Composition shall be made subject to the provisions hereof and any inconsistencies between the terms of this Agreement and mechanical licenses issued to and accepted by COMPANY shall be determined by the terms of this Agreement. If any Single, Disco-Single, EP or LP contains other compositions in addition to the Controlled Compositions, ARTIST will obtain for COMPANY'S benefit mechanical licenses covering such composition on the same

terms and conditions applicable to Controlled Compositions pursuant to this Paragraph 14.

(b) In respect of all Controlled Compositions performed in Pictures, COMPANY is hereby granted an irrevocable perpetual worldwide license to record and reproduce such Compositions in such Pictures and to distribute and perform such Pictures including, but not limited to, all Videoshows thereof, and to authorize others to do so. COMPANY will not be required to make any payment in connection with those uses, and that license shall apply whether or not COMPANY receives any payment in connection with those Pictures. Simultaneously with ARTIST'S submission to COMPANY of the information required pursuant to subparagraph 21(c)(i) hereof, ARTIST shall furnish COMPANY with a written acknowledgment from the person(s) or entity(ies) controlling the copyright in each non-Controlled Compositions to be embodied on any Picture confirming the terms upon which said person(s) or entity(ies) to forthwith issue to COMPANY (and its designees) licenses containing said terms and such other terms and conditions as COMPANY (or its designees) may require. Royalties in connection with licenses for the use of non-Controlled Compositions pertaining to Pictures and Videoshows are included in the royalties set forth in subparagraph 21(d) hereof, as described in subparagraph 21(d)(ii). If the copyright in any Controlled Composition is owned or controlled by anyone else, ARTIST will cause that person, firm or corporation to grant COMPANY the same rights described in this Paragraph 14, on the same terms.

15. (a) In the event that ARTIST for any reason fails to timely fulfill any of its production and delivery commitments hereunder in accordance with all of the terms and conditions of this Agreement, then, in addition to any other rights or remedies which COMPANY may have, COMPANY shall have the right, upon written notice to ARTIST at any time prior to the expiration of the then current Period, (i) to terminate this Agreement without further obligation to ARTIST as to unrecorded or undelivered masters, (ii) to reduce the minimum number of masters required to be recorded and delivered during the then current Period to the number which have been timely recorded and delivered during such Period, or (iii) such default plus one hundred and fifty (150) days with the times for the exercise by COMPANY of its options to extend the Term and the dates of commencement of subsequent Option Periods deemed extended accordingly. It is specifically understood that COMPANY may exercise any of all of its rights pursuant to subparagraphs 15(a)(i), (ii) and (iii) hereof at any time(s) prior to the date the Term would otherwise expire. COMPANY'S obligations hereunder shall be suspended for the duration of any such default. The provisions of this subparagraph shall not result in an extension of the Term for a period in excess of the period permitted by applicable law, if any, for the enforcement of personal services agreements.

(b) Intentionally Omitted.

(c) COMPANY reserves the right, at its election, to suspend the operation of this Agreement for the duration of any of the following contingencies, if by reason of any such contingency, it is materially hampered in the performance of its obligations under this Agreement or its normal business operations are delayed or become impossible or commercially impracticable: Act of God, fire, catastrophe, labor disagreement, acts of government, its agencies or officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, composers or employees affecting COMPANY or the industry in which it is engaged, delays in the delivery of materials and supplies, or any other cause beyond COMPANY's control. Any such suspension due to a labor controversy which involves only COMPANY shall be limited to a period of six (6) months.

(d) If ARTIST's voice or voices should be materially or permanently impaired, then in addition to any other rights or remedies which COMPANY may have, COMPANY shall have the right, upon written notice to ARTIST, to terminate this Agreement and shall thereby be relieved of any liability in connection with undelivered masters.

16. ARTIST expressly acknowledges that ARTIST's services hereunder are of a special, unique and intellectual character which gives them peculiar value, and that in the event of a breach or threatened breach by ARTIST of any term, condition or covenant hereof, COMPANY will be caused immediate irreparable injury. ARTIST expressly agrees that COMPANY shall be entitled to seek injunctive and other equitable relief, as permitted by law, to prevent a breach or threatened breach of this Agreement, or any portion thereof, by ARTIST which relief shall be in addition to any other rights or remedies, for damages or otherwise available to COMPANY.

17. (a) ARTIST warrants and represents that neither ARTIST is not under any disability, restriction or prohibition, whether contractual or otherwise, with respect to ARTIST's right to execute this Agreement or ARTIST's right to perform its terms and conditions. Without limiting the foregoing, ARTIST specifically warrants and represents that no prior obligations, contracts or agreements of any kind undertaken or entered into by ARTIST, will interfere in any manner with the complete performance of this Agreement by COMPANY, ARTIST or with ARTIST's right to record any and all selections hereunder. ARTIST warrants and represents that there are now in existence no prior unreleased masters embodying ARTIST's performances.

(b) ARTIST warrants and represents that no materials, or any use thereof, will violate any law or infringe upon or violate the rights of any third party.

"Materials", as used in this subparagraph 17(b) shall include: (i) all musical compositions and other material contained on masters subject hereto, (ii) each name used by ARTIST, in connection with masters recorded hereunder, and (iii) all other materials, ideas, other intellectual properties, or elements furnished or selected by ARTIST and contained in or used in connection with any masters recorded hereunder or the packaging, sale, distribution, advertising, publicizing or other exploitation thereof.

(c) ARTIST agrees to and does hereby indemnify, save and hold COMPANY harmless from any and all loss and damage (including court costs and reasonable attorneys' fees) arising out of, connected with or as a result of any inconsistency with, failure or, or breach or threatened breach by ARTIST of any warranty, representation, agreement, undertaking or covenant contained in this Agreement including, without limitation, any claim by any third party in connection with the foregoing. In addition to any other rights or remedies COMPANY may have by reason of any such inconsistency, failure, breach, threatened breach or claim, ARTIST shall reimburse COMPANY, on demand, for any payment made by COMPANY at any time after the date hereof with respect to any loss, damage or liability resulting therefrom and in addition thereto COMPANY shall have the right to deduct from any and all monies otherwise payable to ARTIST under this or any other agreement between the parties hereto a sum(s) equal to such loss, and reasonable attorneys' fees). COMPANY shall give ARTIST notice of any third party claim to which the foregoing indemnity applies and ARTIST shall have the right to participate in the defense of any such claim through counsel of ARTIST's own choice and at ARTIST's expense. Pending the determination of any such claim, COMPANY may withhold payment of all monies under this or any other agreement between the parties hereto in any amount consistent with such claim.

18. Wherever in this Agreement ARTIST's approval or consent is required, such approval or consent shall not be unreasonably withheld. COMPANY may require ARTIST to formally give or withhold such approval or consent by giving ARTIST written notice requesting same and by furnishing ARTIST with the information or material in respect of which such approval or consent is sought. ARTIST shall give COMPANY written notice of approval or disapproval within five (5) days after such notice. ARTIST shall not hinder nor delay the scheduled release of any record hereunder. In the event of disapproval or no consent, the reasons therefor shall be stated. Failure to give such notice to COMPANY as aforesaid shall be deemed to be consent or approval.

19. During the Term, ARTIST warrants and represents that ARTIST shall become and remain a member in good standing of any labor unions with which the COMPANY may at

any union have agreements, laws, rules, regulations, or requirements, membership, including, but not limited to, the American Federation of Musicians and the American Federation of Television and Radio Artists. All masters subject hereto shall be produced in accordance with the rules and regulation of all unions having jurisdiction.

20. (a) ARTIST hereby sell, transfers and assigns to COMPANY irrevocably all right, title and interest in and to the masters embodying ARTISTS' performances the titles of which are listed on Schedule "A" annexed hereto and made a part hereof, from the inception of recordings thereof (hereinafter in this Paragraph 20 referred to as the "Masters"), including, without limitation, the COMPANY'S (or its designee's) name as employer-for-hire such copyrights and all renewals and extensions thereof, perpetually and throughout the Territory.

(b) ARTIST will facilitate the Masters to COMPANY at its offices in Miami, Florida not later than simultaneously with the execution of this Agreement, unless said masters are already in the possession of COMPANY.

(c) The Masters will be deemed to have been recorded under this Agreement during the Initial Period of the Term of this Agreement.

(d) ARTIST hereby warrants and represents:

(i) Intentionally Deleted

(ii) No records have been manufactured from the Masters by ARTIST or any other person, firm or corporation for distribution in the Territory, and neither ARTIST nor any other person, firm or corporation has or shall have the right to distribute, market and/or sell any records embodying the Masters in Territory, and none of the musical compositions performed in the Masters have been performed by ARTIST for the making of any other master recordings, other than those records already pressed.

(iii) ARTIST has not, nor has any other person, sold or assigned to any other party or otherwise disposed of any right, title or interest in or to the Masters.

(iv) (1) Each person who rendered any service in connection with, or who otherwise contributed in any way to the making of the Masters, or who granted to ARTIST any of the rights referred to in this Agreement, had the full right, power, and authority to do so, and was not bound by any agreement which would restrict such person from rendering such services or granting such rights.

(2) All recording costs and expenses with respect to the making of the Masters have been paid in full.

(3) All necessary licenses for the recording of the compositions performed in the Masters have been obtained from the copyright owners, and all monies payable under such licenses or otherwise by reason of such recording have been paid. The foregoing does not apply to any monies payable to such copyright owners in connection with the manufacture or sale or records derived from the Masters.

(4) All the Masters were made in accordance with the rules and regulations of the American Federation of Musicians ("AFM"), the American Federation of Television and Radio Artists ("AFTRA") and all other unions having jurisdiction.

(v) COMPANY shall have the sole and exclusive right to manufacture, advertise, distribute, sell and otherwise exploit and deal throughout the Territory in the Masters and records and other reproductions derived therefrom, free from any liability or obligation to make any payments therefor, except as expressly provided in this Agreement.

(vi) ARTIST will execute, acknowledge and deliver to COMPANY such further instruments and documents, and will otherwise cooperate with COMPANY as COMPANY shall request at any time, for the purpose of establishing or evidencing the rights granted to COMPANY herein, or otherwise to implement the intent of this Paragraph 20 COMPANY shall give ARTIST five day notice to sign such documentation and in the event that after said five days the documents are not signed then COMPANY may sign such documents in ARTIST'S name and make appropriate disposition of them. It is agreed however, that prior to COMPANY'S exercise of any power of attorney the documents in question should be sent to ARTIST'S attorney, at least seven (7) days prior to said exercise.

(e) It is understood and agreed that all of the provisions of this Paragraph 20 are of the essence of this Agreement.

21. (a) In addition to ARTIST'S recording commitments as set forth in Paragraph 3 of this Agreement, ARTIST shall comply with requests, if any, made by COMPANY in connection with the production of Pictures. In this connection, ARTIST shall appear on dates and at places requested by COMPANY for the filming, taping or other fixation of audio-visual recordings. ARTIST shall perform services with respect thereto as COMPANY deems desirable in a timely and first-class manner. ARTIST acknowledges that the production of Pictures, involves matters of judgment with respect to art and taste, which judgment shall be exercised by COMPANY and COMPANY'S decisions with respect thereto shall be final. COMPANY will endeavor to consult with ARTIST as to the Production of pictures.

(b) (i) Each Picture produced during the Term of this Agreement shall be owned by COMPANY (including the worldwide copyrights therein and thereto and all extensions and renewals thereof) to the same extent as COMPANY's rights in master recordings made under this Agreement.

(ii) COMPANY will have the unlimited right to manufacture Videoshows of the Picture to rent, sell, distribute, transfer, sublicense or otherwise deal in such Videoshows under any trademarks, tradenames and labels; to exploit the Picture by any means now or hereafter known or developed; or to refrain from any such exploitation, throughout the world.

(c) (i) COMPANY agrees to advance all costs actually incurred in the production of Pictures made by COMPANY. COMPANY shall submit to ARTIST for ARTIST's reasonable approval in writing, the following information: (i) the musical compositions and other material to be embodied thereon; (ii) the general concept therefor and (iii) the producer, director, and any other key personnel therefor. Following COMPANY's receipt of ARTIST's approval of said information, COMPANY shall commence production of the Picture. (iv) One-half of all sums paid by COMPANY in connection with each Picture shall be an advance against and recoupable by COMPANY out of all royalties becoming payable to ARTIST pursuant to this or any other agreement between the parties hereto.

(ii) Each of the following sums, if any, paid by COMPANY in connection with each Picture shall be an advance against and recoupable by COMPANY out of all royalties becoming payable to ARTIST pursuant to this or any other agreement between the parties hereto.

(A) All expenses incurred by COMPANY in connection with the preparation and production of the Picture and the conversion of the Picture to Video Masters that are made to serve as prototypes for the duplication of the Videoshows of the Picture;

(B) All of COMPANY's direct out-of-pocket costs (such as for rights, artists (including ARTIST), other personnel, facilities, materials, services, and the use of equipment) in connection with all steps in the production of the Picture and the process leading to and including the production of such Video Masters (including, but not limited to, packaging costs and the costs of making and delivering duplicate copies of such Video Masters); and

(C) If in connection therewith COMPANY furnishes any of its own facilities, materials, services or equipment for which COMPANY has a standard rate, the amount of such standard rate or if there is no standard rate, the market value for the services or thing furnished.

(iii) All sums that COMPANY in its sole discretion deems necessary or advisable to pay in connection with the production of Pictures and the exploitation of COMPANY's rights therein in order to clear rights or to make any contractual payments that are due or may become due on the part of COMPANY, to ARTIST, ARTIST or any other person, firm or corporation by virtue of the exploitation of COMPANY's rights therein, in order to avoid, satisfy or make unnecessary any claims or demands by any person, firm or corporation claiming the right to payment therefor, including, but not limited to, any payment to an actual or alleged copyright owner, patent owner, union, union-related trust fund, pension plan or other entity, and any payment for an actual or alleged re-run fee, residual, royalty, license fee or otherwise shall constitute advances against and recoupable out of all royalties becoming payable to you pursuant to this or any other agreement between the parties hereto. No payment pursuant to this subparagraph 21(c)(iii) shall constitute a waiver of any of ARTIST's express or implied warranties and representations.

(d) (i) Conditioned upon ARTIST full and faithful performance of all of the terms and conditions of this Agreement, COMPANY shall pay ARTIST royalties equal to fifty (50%) percent of COMPANY's Video Net Receipts with respect to COMPANY's exploitation of Pictures subject to this Agreement. Monies earned and received by COMPANY from any licensee (rather than monies earned and received by the licensee) in respect of exploitation of Pictures shall be included in the computation of Video Net Receipts.

(ii) The royalties provided in subparagraph 21(d)(i) include any royalty obligations COMPANY may have to any other person, firm or corporation who supplied services or rights used in connection with Pictures, including, without limitation, producers, directors, extras, and music publishers, and any such royalties shall be deducted from the gross prior to the computation of royalties otherwise payable to ARTIST.

(iii) With respect to audiovisual material embodying Pictures made hereunder together with other audiovisual material, royalties payable to ARTIST shall be computed by multiplying the royalties otherwise applicable by a fraction, the numerator of which is the amount of playing time in such audiovisual material of Pictures made hereunder and the denominator of which is the total playing time of such audiovisual material.

(iv) As to Pictures embodying performances of ARTIST together with the performances of another artist or artists, the royalties otherwise payable hereunder shall be prorated by multiplying such royalties by a fraction, the numerator of which is one and the denominator of which is the total number of artists whose performances are embodied on such Pictures.

(e) COMPANY shall have the right to use and allow others to use each Picutre for advertising and promotional purposes with no payment to ARTIST. As used herein, "advertising and promotional purposes" shall mean all uses for which COMPANY received no monetary consideration from licensees in excess of a reasonable amount as legal fees, administrative costs or similar type payments and as reimbursement for transaction costs incurred by COMPANY in connection with such uses, such as tape, duplication costs, shipping, handling and insurance costs.

(f) (i) During the Term of this Agreement, no person, firm or corporation other than COMPANY will be authorized to make, sell, broadcast or otherwise exploit audio-visual materials unless: (A) ARTIST first notifies COMPANY of all of the material terms and conditions of the proposed agreement pursuant to which the audio-visual materials is to be made, sold, broadcast or otherwise exploited, including, but not limited to, the titles of the compositions covered by the proposed agreement, the format to be used, the manner of exploitation proposed and the indentities of all proposed parties to the agreement, and (B) ARTIST offers to enter into an agreement with COMPANY containing the same terms and conditions described in such notice and otherwise in the same form as this Agreement, but with payments to ARTIST that are ninety (90%) percent of the payments to ARTIST in such proposed agreement. If COMPANY does not accept ARTIST's offer within forty-five (45) days after COMPANY's receipt of same, ARTIST may then enter into that proposed agreement with the same parties mentioned in such notice, subject to subparagraph 21(f)(ii) hereof and provided that such agreement is consummated with those parties within thirty (30) days after the end of that sixty (60) day period upon the same financial terms and conditions set forth in ARTIST's notice and offer to COMPANY. If that agreement is not consummated within the latter thirty (30) day period, no party except COMPANY will be authorized to make, sell, broadcast or otherwise exploit such audio-visual materials unless ARTIST first offers to enter into an agreement with COMPANY as provided in the first sentence of this subparagraph 21(f). COMPANY will not be required, as a condition of accepting any offer made to COMPANY pursuant to this subparagraph 21(f), to agree to any terms or conditions which cannot be fulfilled by COMPANY as readily as by any other party (for example, but without limitation, the employment of a particular producer or director).

(ii) If COMPANY does not accept an offer made to it pursuant to this subparagraph 21(f), such non-acceptance shall not be considered a waiver of any of COMPANY's rights pursuant to this Agreement. Such rights include, without limitation, the right to prevent authorizing any use of masters owned by or exclusively licensed to COMPANY unless COMPANY so agrees. ARTIST shall not act in contravention of such rights.

(g) In all other respects (e.g., the times for accountings to be rendered, and warranties and representations made by ARTIST) Pictures and Video Masters shall be governed by the same terms and conditions as are applicable to masters subject to this Agreement.

22. Intentionally deleted.

23. COMPANY shall prepare the artwork for the album covers used in connection with the releases hereunder in the United States, during the Term of this Agreement, of each newly-recorded LP required to be recorded and delivered hereunder (hereinafter, the "Artwork"), upon prior written notice to COMPANY and only upon all of the following conditions:

(a) Before preparation and the incurring of any expenses in connection with the album artwork, ARTIST may discuss completely with a representative of COMPANY's art department, the proposed artwork to be produced by COMPANY, all of which shall be subject to the decision of COMPANY's art department. COMPANY will endeavor to consult with ARTIST as to the album artwork.

(b) (i) COMPANY will deliver all such Artwork prepared by COMPANY to ARTIST for ARTIST's reasonable approval, prior to the printing of said album cover.

24. All sums paid by COMPANY in connection with independent promotion, shall be an advance against and recoupable by COMPANY out of all royalties becoming payable to ARTIST pursuant to this or any other agreement between the parties.

25. For the purposes of this Agreement, the following definitions shall apply:

(a) "Master" - The equivalent of a seven (7") inch 45 rpm single-sided recording of not less than 3-1/2 minutes of playing time intended for use in the manufacture and sale of records.

(b) "Single" - A seven (7") inch 45 rpm double-sided record embodying thereon two (2) masters. A "Disco-single" is a twelve (12") inch double-sided record embodying thereon not more than four (4) masters.

(c) "EP" - A double-sided record embodying thereon either five (5) masters or six (6) masters.

(d) "LP" - A twelve (12") inch 33-1/3 rpm double-sided long-playing record of not less than 35 minutes of playing time. Multiple sets which consist of more than one

(1) LP intended to be released, packaged and sold together for a single overall price, shall be deemed to be the equivalent of one (1) LP for the purposes of this Agreement, but shall not be recorded or delivered hereunder without COMPANY's prior written consent.

(e) "Records", "phonograph records", "recordings" and "sound recording" - All forms of recording and reproduction by which sound may be recorded now known or which may hereafter become known, manufactured or sold primarily for home use, juke box use, or use on or in means of transportation, including, without limiting the foregoing, magnetic recording tape, film, electronic video recordings and any other medium or device for the production of artistic performances manufactured or sold primarily for home use, juke box use or use on or in means of transportation, whether embodying (i) sound alone or (ii) sound synchronized with visual images, e.g. "sight and sound" devices.

(f) "Delivery", "deliver" or "delivered" - The actual receipt by COMPANY of completed, fully mixed, leadered and edited masters comprising each LP, commercially satisfactory to COMPANY and ready for COMPANY's manufacture of records, together with all materials, consents, approvals, licenses and permissions.

(g) "Recording Costs" - Wages, fees, advances and payments of any nature to or in respect of all musicians, vocalists, conductors, arrangers, orchestrators, engineers, producers, copyists, etc.; payments to a trustee or fund based on wages to the extent required by any agreement between COMPANY and any labor organization or trustee; all studio, tape, editing, mixing, re-mixing, mastering and engineering costs; all costs of travel, per diems, rehearsal halls, non-studio facilities and equipment, dubdown, rental and transportation of instruments; all costs occasioned by the cancellation of any scheduled recording session; and all other costs and expenses incurred in producing the master recordings hereunder which are then customarily recognized as recording costs in the recording industry.

(h) "mid-priced LP" - an LP which bears a suggested retail list price in the applicable country of the Territory of at least sixty-seven (67%) percent but not more than eighty (80%) percent of the suggested retail list price of the majority of COMPANY's or COMPANY's licensee's as applicable, then-current newly-released LPs.

(i) "budget LP" - an LP which bears a suggested retail list price in the applicable country of the Territory or less than sixty-seven (67%) percent of the suggested retail list price of the majority of COMPANY's or COMPANY's licensee's, as applicable, then-current newly-released LPs.

(j) "Pictures" - motion pictures and other audiovisual works that have a soundtrack substantially featuring performances of ARTIST.

(k) "Videoshows" - Videocassetts, Videodiscs or any other devces, now or hereafter known or developed, that enable the Picture to be perceived visually, with or without sound, when used in combination with or as part of a piece of electronic, mechanical or other apparatus.

(l) "Videodisc" - a disc-type Videoshow that enable the Picture to be perceived visually, with or without sound, through a television-type playback system or device.

(m) "Videocassette" - A Videoshow other than Videodisc (e.g., a Videoshow in the form of pre-recorded tape).

(n) "Video Masters" - master Videoshows.

(o) "Video Net Receipts" - monies earned and received by COMPANY from exploitation of Pictures less a twenty (20%) percent gross distribution fee, and less any out-of-pocket expenses, copyright, union and other third party payments, taxes and adjustments borne by COMPANY in connection with such exploitation and collection and receipt by COMPANY of such monies.

(p) "any other agreement between the parties hereto" - any agreements between COMPANY on the one part, and ARTIST (or any other entity furnishing ARTIST's recordings or services) or ARTIST, on the other part, pertaining to ARTIST's recording services or recordings.

26. COMPANY may assign its rights under this agreement in whole or in part to any subsidiary, affiliated or controlling corporation, to any person owning or acquiring a substantial portion of the stock or assets of COMPANY, or to any partnership or other venture in which COMPANY may participates. COMPANY may also assign its rights to any of its licensees if advisable in COMPANY's sole discretion to implement the license granted. ARTIST may assign its rights under this agreement to a corporation a majority of whose capital stock is owned and controlled by ARTIST. No such assignment shall affect COMPANY's rights hereunder nor relieve ARTIST of any obligations under this agreement.

27. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement shall be binding upon COMPANY unless confirmed by a written instrument signed by an officer of COMPANY. A waiver by COMPANY of any term or condition of this Agreement in any instance shall not be deemed or

considered as a waiver of such term or condition for the future, or of any subsequent breach thereof. All of COMPANY's rights, options and remedies in this Agreement shall be cumulative and none of them shall be in limitation of any remedy, option or right available to COMPANY. Should any provision of this Agreement be adjudicated by a court of competent jurisdiction as void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. It is agreed that all accountings and payments required herein, and all grants made herein, shall survive and continue beyond the expiration or earlier termination of this Agreement. No breach of this Agreement by COMPANY shall be deemed material unless within thirty (30) days after ARTIST learns of such breach, ARTIST serves written notice thereof on COMPANY specifying the nature thereof and COMPANY fails to cure such breach, if any, within sixty (60) days (except thirty (30) days if such alleged breach is the payment of monies hereunder) after receipt of such notice.

28. This Agreement shall be deemed to have been made in the State of Florida and its validity, construction, performance and breach shall be governed by the laws of the State of Florida applicable to agreements made and to be wholly performed therein. ARTIST agrees to submit itself to the jurisdiction of the Federal or State courts located in Miami in any action which may rise out of this agreement and said courts shall have exclusive jurisdiction over all disputes between COMPANY and ARTIST pertaining to this Agreement and all matters related thereto. In this regard, any process in any action or proceeding commenced in the courts of the State of Florida arising out of any claim, dispute or disagreement under this Agreement may, among other methods, be served upon ARTIST by delivering or mailing the same, via registered or certified mail, addressed to ARTIST at the address provided herein for notices to ARTIST; any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of Florida. Nothing contained herein shall constitute a waiver of any other remedies available to COMPANY. Nothing contained in this Paragraph 28 shall preclude COMPANY from joining ARTIST in an action brought by a third party against COMPANY in any jurisdiction, although COMPANY's failure to join ARTIST in any such action in one instance shall not constitute a waiver of any COMPANY's rights with respect thereto, or with respect to any subsequent action brought by a third party against COMPANY.

29. ARTIST hereby grants to COMPANY and its licenses the exclusive right, throughout the world, to use and authorize the use of ARTIST's name, portraits, pictures, likeness, and biographical material, either alone or in conjunction with other elements, in connection with the sale,

rights. For the rights granted by ARTIST to COMPANY in this paragraph, COMPANY shall pay ARTIST a royalty of twenty (20%) percent of COMPANY's net royalty receipts derived from the exploitation of such rights, after deducting all costs and third party payments relating thereto; and such royalty shall be accounted to ARTIST in the manner otherwise provided herein. Relative to any and all activities conducted and contemplated by this paragraph, COMPANY agrees to regularly and reasonably inform ARTIST, in writing, of progress and current status of all such activities. COMPANY agrees to submit to ARTIST, within thirty (30) days of execution, copies of all contracts entered into by COMPANY relative to those activities provided for in this paragraph.

30. This Agreement shall not become effective until executed by all parties.

31. Grant of Rights

(a) Assignment of Copyrights. Artist hereby sells, transfers, and assigns to COMPANY, its successors and assigns, and undivided one-hundred (100%) percent of the publishing interest in the Compositions, including without limitation, the copyrights therein and any and all renewals and/or extensions thereof throughout the world (the "Territory"), and all claims and causes of actions related to the Compositions accruing at any time and all other rights of whatsoever nature in the Composition, including without limitation, the titles, words and music of the Compositions and each every arrangement, adaptation and version thereof. COMPANY will pay to ARTIST twenty-five (25%) percent of the publishers share to ARTIST contemporaneously with record royalties. ARTIST will execute and deliver to COMPANY such instruments of transfer and other documents regarding the rights of COMPANY in the Compositions subject to this agreement as COMPANY may reasonably request to carry out the purposes of this agreement, (including, without limitation, the Exhibits annexed hereto), and COMPANY may sign such documents in your name or the name of any Controlled Songwriter and make appropriate disposition of them.

31.2 Administration. COMPANY and its Licensees will have the sole, exclusive and perpetual right, throughout the Territory, to:

(a) License and cause others to license the exploitation of the Compositions, including, without limitation, the right to license broadcast and other public performances and the right to license the manufacture, distribution and sale of Phonograph Records embodying any one or more Compositions.

(b) Administer and grant rights in the Compositions and the copyrights therein.

(c) Print, publish and sell printed editions of the Compositions.

(d) Collect all monies payable during the term and Retention Period, with respect to the Compositions, in addition to all monies due prior to the date hereof, and all performance royalties payable to you with respect to the Compositions by the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), or any other applicable performing rights society (hereinafter collectively the "Societies"), but excluding any songwriter share of public performance income. If a Society in any territory does not license any particular public performance use of a Composition, it is understood COMPANY may license that use directly and all income received by COMPANY in connection with such licenses shall be deemed Gross Income and subject to accounting hereunder.

(e) Make arrangements, or otherwise adapt or change any one or more Compositions in any manner.

(f) Otherwise administer the Compositions and the copyrights therein and to act as the publisher thereof and exercise all of such rights as fully as if the copyrights were registered in COMPANY's name alone and COMPANY alone were the sole and exclusive owner thereof and of the Compositions.

31.3 Power of Attorney ARTIST hereby irrevocably authorize, empower and appoints COMPANY, ARTISTS true and lawful attorney, for the term of the copyrights in the respective Compositions and any renewals or extensions thereof, to secure any renewal periods for COMPANY's benefit, to initiate and compromise any claim or action with respect to the Compositions including any claim or action against infringers of COMPANY or ARTISTS rights in the Compositions, and to execute in ARTISTS name, and the name of any Controlled Songwriter, any and all documents and/or instruments necessary or desirable to accomplish the foregoing and/or to evidence COMPANY's ownership of the copyrights during such periods and/or to effectuate COMPANY's rights hereunder. The power granted herein is coupled with an interest and irrevocable. COMPANY will cause the copyrights in the Compositions to be registered or re-registered jointly in the name of COMPANY and ARTIST and such additional parties as appropriate. All documents which would be executed by a power of attorney will be delivered to the attorney for ARTIST prior to one (1) week before execution.

31.4 Name and Likenesses. COMPANY and any Licensee of COMPANY each shall have the right and may grant to others the right to reproduce, print, publish, or disseminate in any medium your name, the names, portraits, pictures and likenesses in the exploitation of musical compositions and the marketing of other merchandise of any kind. During the term of this agreement neither you nor any Controlled Songwriter shall authorize any Party other than

COMPANY to use the name or likeness of Controlled Songwriter (or any professional, group, or other assumed or fictitious name used by Controlled Songwriters) in connection with the exploitation of musical compositions.

32. Liquidation of Existing Reserves - COMPANY agrees to liquidate and pay to ARTIST fifty (50%) percent of the reserves now being held by COMPANY, on all 2 Live Crew Lp's to date. This shall not include any reserves being held on the "Luke Album - Banned in the USA".

33. Record Label Distribution It is hereby agreed that COMPANY agrees to provide the distribution of phonograph records on artists selected and signed by ARTIST, Wongwon and Ross. ARTIST, Wongwon shall be permitted to release up to three (3) artists (singles with an option for an Lp) per year, for which COMPANY will provide studio time, distribution, and normal in-house promotion. COMPANY shall pay to ARTIST a gross royalty of twelve (12%) percent out of which they will pay the artists for who they sign and produce. The label shall have a name selected by ARTIST which ARTIST will notify COMPANY of prior to the delivery of the first artists lp (or single). COMPANY shall have first option on any of the artists selected and produced by ARTIST. A full and formal agreement pertaining to this record distribution agreement in accordance with the points contained herein shall be provided by COMPANY at the request of ARTIST.

YOU UNDERSTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENT PURSUANT TO WHICH YOU GRANT TO COMPANY CERTAIN EXCLUSIVE SERVICES FOR ALL OF THE WORLD FOR A PERIOD IN EXCESS OF THREE (3) YEARS. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE BEEN ADVISED OF YOUR RIGHT TO RETAIN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT AND THAT YOU HAVE EITHER RETAINED AND HAVE BEEN REPRESENTED BY SUCH LEGAL COUNSEL OR HAVE KNOWINGLY AND VOLUNTARILY WAIVED YOUR RIGHT TO SUCH LEGAL COUNSEL AND DESIRE TO ENTER INTO THIS AGREEMENT WITHOUT THE BENEFIT OF LEGAL REPRESENTATION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LUKE RECORDS

BY: _____

LUTHER CAMPBELL

CHRIS WONG WON (Artist)

COPY

EXCLUSIVE RECORDING AGREEMENT

This Agreement made and entered into as of this _____ day of April, 1991 by and between Luke Records, Inc., 8400 N.E. 2nd Ave, Miami, Florida 33138 ("COMPANY") and Mark Ross, and David Hobbs as performers in the group known as The 2 Live Crew ("ARTIST").

In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. (a) COMPANY hereby engages ARTIST to record for COMPANY masters embodying the performances of ARTIST, and ARTIST hereby accepts such engagement and agrees to record masters embodying the performances of ARTIST exclusively for COMPANY during the term hereof and all extensions and renewals.

(b) The rights herein granted to COMPANY and the obligations of ARTIST shall be for the world ("Territory").

2. The term of this Agreement shall be for a period of one (1) year commencing on the date hereof ("Initial Period"). ARTIST hereby grants to COMPANY four (4) consecutive separate options to extend the term for further periods of one (1) year each ("Option Periods"), each upon the same terms and conditions applicable to the Initial Period, except as otherwise hereinafter set forth. The Initial Period and every Option Period for which Company has exercised its option are hereinafter sometimes referred to together as the "Term". Each option shall be automatically exercised, unless written notice to the contrary is sent to ARTIST at least fifteen (15) days prior to the date that the Term would otherwise expire.

3. During the Initial Period, ARTIST shall record masters the equivalent in playing time of one Lp. Said masters will be owned by COMPANY pursuant to all of the terms and conditions of this Agreement, particularly Paragraph 20 hereof and said masters shall be deemed recorded and delivered hereunder during the Initial term.

4. (a) During the Term, ARTIST shall not perform for the purpose of making records for anyone other than COMPANY for distribution in the Territory and ARTIST shall not authorize the use of ARTIST's name, likeness, or other identification for the purpose of distributing, selling, advertising or exploiting records for anyone other than

COMPANY in the Territory. It is agreed however, that individual members of ARTIST not to exceed two (2) may perform as instrumentalists, arrangers, producers or background singers on other recordings for other artists in a "sideman" capacity provided COMPANY receives credit, in the form of "Courtesy of Luke Records". This paragraph will not apply to any records distributed by Luke Records.

(b) ARTIST shall not perform any selection recorded hereunder for the purpose of making records for anyone other than COMPANY for distribution in the Territory (i) for a period of five (5) years after the initial date of release of the respective record containing such selection or (ii) for a period of two (2) years after the expiration or other termination of this Agreement, whichever is later ("Re-recording Restriction").

(c) Should ARTIST make any sound recording during the Term for motion pictures, television, electrical transcriptions or any other medium or should ARTIST after the Term perform for any such purpose any selection recorded hereunder to which the Re-recording Restriction then applies, ARTIST will do so only pursuant to a written agreement prohibiting the use of such recordings, directly or indirectly, for record purposes in the Territory. ARTIST shall furnish to COMPANY a copy of the provisions of any such contract relating to the foregoing.

5. All masters recorded by ARTIST during the Term from the inception of the recording thereof and all reproductions derived therefrom, together with the performances embodied thereon, shall be the property of COMPANY for the world free from any claims whatsoever by ARTIST or any person deriving any rights or interests from ARTIST. Without limiting the generality of the foregoing, COMPANY and its designee(s) shall have the exclusive and unlimited right to all the results and proceeds of ARTIST's recording services rendered during the Term, including, but not limited to, the exclusive, unlimited and perpetual rights throughout the world:

(a) To manufacture, advertise, sell, lease, license, distribute or otherwise use or dispose of, in any or all fields of use by any method now or hereafter known, records embodying the masters recorded by ARTIST during the Term, all upon such terms and conditions as COMPANY may elect, or at its discretion, to refrain therefrom;

(b) To use and publish and to permit others to use and publish ARTIST's name (including any professional name heretofore or hereafter adopted by ARTIST), photographs, likeness, and biographical material concerning ARTIST for advertising and trade purposes in connection with all masters recorded by ARTIST and all Pictures produced during the Term; ARTIST consent will be requested, such consent may not be unreasonably withheld. After the term of this agreement the rights conveyed in this paragraph shall be non-exclusive.

(c) To obtain copyrights and renewals thereof in sound recordings (as distinguished from the musical compositions embodied thereon) recorded by ARTIST during the Term, in COMPANY's name as owner and employer-for-hire of such sound recordings;

(d) To release records derived from masters recorded by ARTIST during the Term under any name, trademark or label which COMPANY or its subsidiaries, affiliates or licensees may from time to time elect. COMPANY agrees that the initial United States release during the Term hereof shall be on COMPANY's first line label. Masters recorded hereunder shall be distributed by a distributor or distributors selected by COMPANY in COMPANY's sole discretion.

(e) To perform such records publicly and to permit public performances thereof by means of radio broadcast, television or any other method now or hereafter known.

6. (a) ARTIST acknowledges that the sale of records is speculative and agrees that the judgment of COMPANY, reasonably exercised, with regard to any matter affecting the sale, distribution or exploitation of such records shall be binding and conclusive upon ARTIST. Except as otherwise specifically set forth in subparagraph 6(b) hereof, nothing contained in this Agreement shall obligate COMPANY to make, sell, license, or distribute records manufactured from masters delivered hereunder.

(b) Provided that ARTIST is not in breach of this Agreement, and if COMPANY is in receipt of completed, fully edited and mixed commercially satisfactory masters sufficient to comprise each newly-recorded required LP hereunder embodying ARTIST's newly-recorded required studio performances of material not previously recorded by ARTIST ready for COMPANY's manufacture of records therefrom, together with all materials therefor, COMPANY agrees to commercially release each LP recorded and delivered hereunder within one hundred and twenty (120) days following completion of Artists recording for COMPANY.

(c) It is understood and agreed that if COMPANY shall have failed to so release any such LP, ARTIST shall have the right to notify COMPANY in writing of COMPANY's such failure and of ARTIST's desire that the Term of this

Agreement be terminated if COMPANY does not, within sixty (60) days after COMPANY receives such notice from ARTIST, commercially release the applicable LP in the World. It is specifically understood and agreed that if COMPANY shall fail to fulfill any such release commitment, COMPANY shall have no liability whatsoever to ARTIST and ARTIST's only remedy shall be to terminate the Term of this Agreement by written notice to COMPANY within fifteen (15) days following the expiration of such sixty (60) day period.

7. (a) An advance in the sum of two hundred and fifty thousand (\$250,000.00) dollars, to be divided equally by all members of that certain musical group known as 2 Live Crew, payable as follows; One third (1/3) upon signing of the agreement; one third (1/3) upon the start of the Lp; and the remaining one third (1/3) upon completion of the album, shall be the amount of the Recording Fund for the first Lp delivered during the initial Contract Period (the First Lp).

(b) On all future Lp's the advance of two hundred and fifty thousand (\$250,000) dollars, to be divided equally by all members of that certain musical group known as 2 Live Crew, shall be paid at one-half (1/2) on renewal of the Option Period and one-half (1/2) upon completion of the Lp.

	<u>Fund Amount</u>
(i) The Album Delivered during the first Contract Period (the "Second Album");	\$250,000
(ii) The Album Delivered during the second Option Period (the "Third Album")	\$250,000
(iii) The Album Delivered during the third Option Period (the "Fourth Album")	\$250,000
(iv) The Album Delivered during the fourth Option Period (the "Fifth Album")	\$250,000

(c) During each Contract Period COMPANY will have the option to increase the Recording Commitment for that Period by Master Recordings constituting one additional Lp ("Overcall Recordings"). COMPANY may exercise that option by sending you a notice at any time before the end of the Contract Period concerned. The current Contract Period will continue for nine (9) months after delivery of the Overcall Recordings. Any Lp entitled Luke Featuring 2 Live Crew shall count as an Overcall Lp. COMPANY however shall be limited to two (2) overcall albums over the entire length of the contract.

sible for and shall pay all recording costs, pressing and promotional costs incurred in the production and release of all masters subject to this Agreement. All such costs paid by COMPANY shall be deducted from any and all monies becoming payable to ARTIST under this agreement.

(ii) Notwithstanding the provisions of subparagraph 8(a)(i) hereof, in the event that COMPANY elects to require ARTIST to record and deliver the Additional Masters, or if COMPANY wishes to re-mix any of the masters delivered in connection with the First LP, all costs so paid by COMPANY shall be advances against and recoupable by COMPANY out of all royalties becoming payable to ARTIST pursuant to this or any other agreement between the parties hereto.

(b) COMPANY shall be solely responsible for and shall pay all monies becoming payable to ARTIST and all other parties rendering services or otherwise in respect of sales of recordings derived from masters subject to this Agreement.

9. (a) Each master recorded and delivered hereunder shall be produced by a producer selected by COMPANY. COMPANY shall be solely responsible for and shall pay all monies becoming payable to all producers. All such sums so paid by COMPANY shall be deducted from any and all monies otherwise payable to ARTIST under this or any other agreement between the parties hereto (excluding any publishing agreements with Companies affiliate Publishing Companies).

(b) As to any producers selected by COMPANY, COMPANY shall pay said producer or producers a royalty negotiated between COMPANY and said producer and shall not effect the royalty otherwise payable to ARTIST under this or any other agreement between the parties hereto.

10. Conditioned upon ARTIST's full and faithful performance of all the material terms hereof, COMPANY shall pay ARTIST the following royalties in respect of records subject to this Agreement:

(a) Company shall credit Artist's Royalty Account pursuant to and in accordance with the following royalty schedule for records manufactured and sold in the United States:

<u>RECORDING PERIODS</u>	<u>MINIMUM SIDES</u>	<u>ROYALTY RATES</u>
Initial Period	One LP	15%
1st Option Period	One LP	15%
2nd Option Period	One LP	15%
3rd Option Period	One LP	15%
4th Option Period	One LP	15%

*Royalty Rate = Percentage times ninety (90%) percent of net records sold and for which Company has been paid times the retail price of records manufactured in the United States. This rate shall not apply to 7" or 12" singles. (In the event Company's distributor pay on the basis of eighty-five (85%) percent of retail, then company shall pay on the same basis as distributor). The rate for 7" and 12" singles shall be thirteen (13%) percent.

(b) (i) With respect to retail sales outside the United States of all records derived from masters recorded and delivered during the Term, the royalty rate shall be based upon the U.S. rate and pro rated down at the percentage which COMPANY's royalty rate is reduced.

(ii) The royalty rate hereinabove set forth in subparagraph 10(b)(i) shall be hereinafter referred to as the "Basic Foreign Rate".

(iii) Notwithstanding anything to the contrary contained herein, with respect to records sold in Brazil, Greece, Portugal, India, Kenya, Zambia, Zimbabwe, Nigeria and any other territory in which governmental or other authorities place limits on the royalty rates permissible for remittances to the United States in respect of records sold in such territory(ies), the royalty rate payable to ARTIST hereunder in respect of sales of records in such territory(ies) shall equal the lesser of (A) the Basic Foreign Rate or (B) the effective royalty rate permitted by such governmental or other authority for remittances to the United States less a royalty equivalent to two (2%) percent of the retail list price and such monies as Company or its licensees shall be required to pay to all applicable union funds in respect of said sales.

(iv) Royalties in respect of sales of records outside the United States shall be computed in the same national currency as COMPANY is accounted to be its licensees and shall be paid to ARTIST at the same rate of exchange as COMPANY is paid. It is understood that such royalties will not be due and payable until payment thereof is received by or credited to COMPANY in the United States governmental regulations, royalties therefor shall not be credited to ARTIST's account during the continuance of such inability except that (I) if any accounting rendered to ARTIST hereunder during the continuance of such inability shows ARTIST's account to be in a credit position, COMPANY will, after ARTIST's request and at ARTIST's expense, if

COMPANY is able to do so, deposit such royalties to ARTIST's credit in the applicable foreign currency in a foreign depository, or (ii) if the royalties not credited to ARTIST's account exceed the amount, if any, by which ARTIST's account is in a debit position, then COMPANY will, after ARTIST request and at ARTIST's expense, and if COMPANY is able to do so, deposit such excess royalties to ARTIST's credit in the applicable foreign currency in a foreign depository. Deposit as aforesaid shall fulfill COMPANY's obligations under this Agreement as to record sales to which such royalty payments are applicable.

(c) With respect to records sold (i) through any direct mail or mail order distribution method, including, without limitation, record club distribution, (ii) by distribution through retail outlets in conjunction with special advertisements on radio or television or (iii) by any combination of the methods set forth above, the royalty payable in connection therewith shall be one-half (1/2) of COMPANY's net earned royalty receipts in respect of reported sales through such channels after COMPANY shall have first deducted all third party payments for which COMPANY is responsible. No royalties shall be payable with respect to records given away as "bonus" or "free" records as a result of joining a record club or plan or of purchasing a required number of records or with respect to records received by members of any such club operation either in an introductory offer in connection with joining such club or upon recommending that another join such club operation.

(d) (i) With respect to mid-priced LPs, the royalty rate shall be two-thirds (2/3) of the Basic U.S. LP Rate or Basic Foreign Rate, as the case may be, provided that during the Term, COMPANY shall not release in the United States any such mid-priced LP comprised solely of masters delivered hereunder prior to nine (9) months following COMPANY's initial United States release of such LP as a full-priced record, unless ARTIST shall consent in writing.

(ii) With respect to budget LPs, the royalty rate shall be one-half (1/2) of the Basic U.S. LP Rate or Basic Foreign Rate, as the case may be, provided that during the Term, COMPANY shall not release in the United States any such budget LP comprised solely of masters delivered hereunder prior to eighteen (18) months following COMPANY's initial United States release of such LP as a full-priced record, unless ARTIST shall consent thereto.

(e) With respect to EPs, the royalty rate shall be three-fourths (3/4) of the Basic U.S. LP Rate or Basic Foreign Rate, as the case may be.

(f) Notwithstanding anything to the contrary contained in this Agreement, in the event that Company (or its licensee(s)) shall in any country(ies) of the Territory adopt a policy applicable to the majority of LPs in COMPANY's (or its licensee(s)) then current catalogue pursuant to which the retail list price of an LP is reduced subsequent to its initial release, then the royalty rates otherwise payable to ARTIST under this Agreement shall be reduced in the proportion that such reduced retail list price of the applicable LP bears to the retail list price of such LP as initially released in the applicable country.

(g) With respect to "compact-disc" LPs, the royalty rate shall be the Basic U.S. LP Rate or Basic Foreign Rate, as the case may be.

(h) In the event that COMPANY shall sell or license third parties to sell "records" via telephone, satellite, cable or other direct transmission to the consumer over wire or through the air, ARTIST shall be paid royalties with respect thereto at the Basic U.S. Singles Rate, Basic U.S. LP Rate or Basic Foreign Rate, as the case may be. For the purposes of calculating royalties payable in connection with such sales, the retail list price of such "records" shall be deemed to be the then-current retail list price of tape copies of such records and in the case of records which have no tape equivalent, the corresponding price of the disc (but in the United States, eighty-five (85%) percent of the then current retail list price of such tape copies or corresponding disc), and the packaging deduction for such sales shall be made in accordance with subparagraph 10(s)(iii) of this Agreement.

(i) The royalty rate payable for records sold to the United States government, its subdivisions, departments and agencies, and to educational institutions and libraries shall be one-half (1/2) of the otherwise applicable basic U.S. rate and shall be based upon the retail list price (Post Exchange list price where applicable) of such records.

(j) The royalty rate payable for records sold as "premiums" shall be one-half (1/2) of the Basic U.S. Singles Rate, Basic U.S. LP Rate or Basic Foreign Rate, as the case may be, and the retail list price for such records shall be deemed to be COMPANY's actual sales price. It is understood that COMPANY shall not use ARTIST's name or likeness in connection with any such "premium" record as an endorsement of any product or service. COMPANY agrees that there will be no premium records without the ARTISTS consent, which will not be unreasonably withheld. ARTIST's consent or withholding of consent must be made in writing within seven (7) days of COMPANY's request, failure to respond will be deemed agreement with COMPANY's request.

(k) Intentionally Deleted.

(l) COMPANY shall have the right to license the masters to third parties for record use and/or all other types of use on a flat-fee basis. COMPANY shall credit ARTIST's royalty account with fifty (50%) percent of the net amount received by COMPANY under each such license after COMPANY shall have first deducted all third party payments from the gross, for which COMPANY is responsible.

(m) As to records not consisting entirely of masters recorded and delivered hereunder, the royalty rate otherwise payable to ARTIST hereunder with respect to sales of any such record shall be prorated by multiplying such royalty rate by a fraction, the numerator of which is the number of masters recorded and delivered hereunder embodied on such record and the denominator of which is the total number of masters embodied thereon. This formula applies only to royalty bearing masters.

(n) As to masters embodying performances of ARTIST together with the performances of another artist or artists, the royalty rate otherwise payable hereunder with respect to sales of any record derived from any such master and the recording costs and/or advances otherwise payable by COMPANY hereunder with respect to any such master shall be prorated by multiplying such royalty rate or recording costs and/or advances by a fraction, the numerator of which is one and the denominator of which is the total number of artists whose performances are embodied on such master, who receive royalties.

(o) COMPANY shall have the right to include or to license others to include any one or more of the masters in promotional records on which such masters and other recordings are included, which promotional records are designed for sale at a substantially lower price than the regular price of COMPANY's LPs. No royalties shall be payable on sales of such promotional records.

(p) No royalties shall be payable in respect of:
(i) records given away or furnished on a "no-charge" basis to "one-stops", rack jobbers, distributors or dealers, whether or not affiliated with COMPANY, provided that such records do not exceed 300 non-royalty bearing Singles out of every 1,000 Singles distributed and 200 non-royalty bearing LPs out of every 1,000 LPs distributed, and provided further that COMPANY shall have the right to exceed the aforesaid limitations for short term special promotions or marketing campaigns. The number of records distributed on a no-charge

basis shall not, for any such short term promotion or campaign exceed an additional ten (10%) percent of the total number of records distributed. COMPANY shall use reasonable efforts to notify ARTIST of any such short term special promotion or campaign, but COMPANY's failure to do so shall not be a breach of this Agreement or in any manner affect COMPANY's right to distribute records on a non-royalty basis as aforesaid; (ii) records given away or sold at below stated wholesale prices for promotional purposes to disc jockeys, record reviewers, radio and television stations and networks, motion pictures companies, music publishers, COMPANY's employees, ARTIST, ARTIST or other customary recipients of promotional records or for use on transportation facilities; (iii) records sold as scrap, salvage, overstock or "cut-outs"; (iv) records sold below cost. No royalties shall be payable on any sales by COMPANY's licensees until payment has been received by or credited to COMPANY in the United States. This paragraph shall be governed by the agreement between COMPANY and it's distributor. In the event that distributor adopts a different policy as to the contents of this paragraph, then said distributor's policy shall prevail as between COMPANY and ARTIST, it is agreed however, that said policy change may not materially change the terms under this agreement. Notices of said changes shall be made to ARTIST pursuant to this Agreement.

(q) As to records sold at a discount to "one-stops", rack jobbers, distributors or dealers, whether or not affiliated with COMPANY, in lieu of the records given away or furnished on a "no-charge" basis as provided in subparagraph 10(p)(i) above, the applicable royalty rate otherwise payable hereunder with respect to such records shall be reduced in the proportion that said discount wholesale price bears to the usual stated wholesale price, provided that said reduction in the applicable royalty rate does not exceed the percentage limitations set forth in subparagraph 10(p)(i) above.

(r) The royalty rates provided for in this Paragraph 10 shall be applied against the retail list price (less COMPANY's container deductions, excise taxes, duties and other applicable taxes) for ninety (90%) percent of records sold which are paid for and not returned. The term for "retail list price" as used in this Agreement shall mean (i) for records sold in the United States, the manufacturer's suggested retail price in the United States and (ii) for records sold outside the United States, the manufacturer's suggested retail price in the country of manufacture or sale, as COMPANY is paid. In those countries where a manufacturer's suggested retail price is not utilized or permitted, the generally accepted retail price shall be utilized. Notwithstanding the foregoing, (A) the retail list price for a "Disco-single" shall be deemed to be the retail list price for a Single, except for Disco-Singles sold in the United States the retail list price therefor shall be deemed to be the lesser of one hundred fifty (150%) percent of the retail list price of a Single or the actual

retail list price of such Disco-single and (B) with respect to "compact-disc" or other audiofile records in any configuration manufactured, distributed and sold by Company's normal retail channels in the United States a royalty equal at the same penny rate as Company is paid on cassette tapes. In computing sales, COMPANY shall have the right to deduct all returns made at any time and for any reason.

(s) COMPANY's container deductions shall be a sum equal to (i) ten (10%) percent of the retail list price for records in disc form (other than "compact-disc" records), (ii) twelve and one-half (12-1/2%) percent of the retail list price for records in disc form in "double-fold" jackets or covers or in jackets which contain an insert or any other special elements, and (iii) twenty-five (25%) percent of the retail list price for pre-recorded tape, "compact-discs" and cartridge boxes or containers, or any other form of package, container or box other than as described herein. In the event that the deduction for packaging charged by COMPANY's distributor is different then the amounts herein, then the amount deducted by COMPANY's distributor shall prevail, however, said policy may not materially alter the amount of money received by ARTIST. COMPANY shall not apply any packaging deduction to 7" vinyl singles in standard sleeves.

11. Statements as to royalties payable hereunder shall be sent by COMPANY to ARTIST (each individually) within sixty (60) days after the expiration of each calendar quarter for the preceding ^{quarterly} ~~quarterly~~ period ending ~~February 28~~ ^{annually} May 31, ~~August 31~~ or November 30. Concurrently with the rendition of each statement, COMPANY shall pay ARTIST all royalties shown to be due by such statement, after deducting all recording costs paid by COMPANY, all payments made on behalf of ARTIST, and all advances made to ARTIST prior to the rendition of the statement. ^{semi-annually} No statements need be rendered by COMPANY for any such ~~quarterly~~ period after the expiration of the Term hereof for which there are no sales of records derived from masters hereunder. All payments shall be made to the order of ARTIST and shall be sent to ARTIST at ARTIST's address first above written. COMPANY shall be entitled to maintain a single account with respect to all recordings subject to this or any other agreement between the parties hereto. COMPANY may maintain reserves, however, COMPANY agrees that regarding such reserves: (i) with respect to LPs in disc form, each base reserve as initially established shall not exceed twenty (20%) percent of records shipped during the applicable accounting period and shall, at the end of two (2) years from the date established, be reduced to five (5%) percent; (ii) with respect to LPs in tape form, each base

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reserve as initially established shall not exceed twenty-five (25%) percent of tapes shipped during the applicable accounting period and shall, at the end of two (2) years from the date established, be reduced to ten (10%) percent; and (iii) with respect to Singles, each base reserve as initially established shall not exceed thirty-five (35%) percent of records shipped during the applicable accounting period and shall, at the end of two (2) years from the date established, be reduced to ten (10%) percent. COMPANY shall fully liquidate each base reserve within three (3) years from the date that such base reserve was established. At such time as a reserve is liquidated, it shall be deemed to be a sale in the period in which it was liquidated. ARTIST shall be deemed to have consented to all accountings rendered by COMPANY hereunder and said accountings shall be binding upon ARTIST and not subject to any objection by ARTIST for any reason unless specific objection, in writing, stating the basis thereof, is given to COMPANY within two (2) years after the date rendered, and after such written objection, unless suit is instituted within one (1) year after the date upon which COMPANY notifies ARTIST that it denies the validity of the objection. In the event COMPANY's distributor shall pay COMPANY on a semi-annual basis, then COMPANY shall pay ARTIST on the same basis as COMPANY is paid.

12. ARTIST shall have the right at ARTIST's sole cost and expense to appoint a Certified Public Accountant who is not then currently engaged in an outstanding audit of COMPANY to examine COMPANY's books and records as same pertain to sales of records subject hereto as to which royalties are payable hereunder, provided that any such examination shall be for a reasonable duration, shall take place at COMPANY's offices during normal business hours on reasonable prior written notice and shall not occur more than once in any calendar year.

13. (a) All notices to ARTIST may be served upon a principal or officer of ARTIST personally, by prepaid telegram, or by depositing the same, postage prepaid, in any mail box, chute, or other receptacle authorized by the United States Postal Service for mail, addressed to ARTIST at ARTIST' address first above written with a simultaneous copy sent in the same manner to: Mark L. Levinson, Sklar, Coben, Levinson & Dornstein, Inc., 2029 Century Park East, Los Angeles, CA 90067.

(b) All notices to COMPANY shall be in writing and shall be sent postage prepaid by registered or certified mail, return receipt requested, and addressed to COMPANY's address first above written with a simultaneous copy sent in the same manner to: Allen L. Jacobi, ESQ., Jacobi & Jacobi, P.A., 1313 N.E. 125th Street, North Miami, FL 33161.

14. (a) All musical compositions or material recorded pursuant to this Agreement which are written or composed, in whole or in part by ARTIST or any producer of the masters

subject hereto, or which are owned or controlled, directly or indirectly, in whole or in part, by ARTIST and/or Artist or any producer of the masters subject hereto (herein called "Controlled Compositions") shall be and are hereby licensed to COMPANY for the United States at a royalty per selection equal to seventy-five (75%) percent of the minimum statutory per selection rate (without regard to playing time) effective on the earlier of (i) the date such masters are required to be delivered hereunder or (ii) the date such masters are delivered to COMPANY hereunder. The aforesaid seventy-five (75%) percent per selection rate shall hereinafter sometimes be referred to as the "Per Selection Rate." Notwithstanding the foregoing, the maximum aggregate mechanical royalty rate which COMPANY shall be required to pay in respect of any Single, Disco-single or LP hereunder, regardless of the total number of all compositions contained therein, shall not exceed two (2) times, and ten (10) times the Per Selection Rate, respectively and in respect of any EP hereunder, regardless of the total number of all compositions contained thereon, shall not exceed the per Selection Rate times the total number of masters contained therein. In this connection, it is specifically understood that in the event that any Single, Disco-Single, EP or LP contains other compositions in addition to the Controlled Compositions and the aggregate mechanical royalty rate provided in this Paragraph 14, the aggregate rate for the Controlled Compositions contained thereon shall be reduced by the aforesaid excess over said applicable rate. Additionally, COMPANY shall have the right with respect to any Single, Disco-single, EP or LP, the aggregate mechanical royalty rate for which exceeds the applicable rate provided in this Paragraph 14 to deduct such excess payable thereon from any and all monies payable to ARTIST pursuant to this or any other agreement between the parties hereto. All mechanical royalties payable hereunder shall be paid on the basis of net records sold hereunder for which royalties are payable to ARTIST pursuant to this Agreement. Notwithstanding anything to the contrary contained herein, mechanical royalties payable in respect of Controlled Compositions for sales of records for any use other than as described in subparagraphs 10(a), (e), (g) and (k) hereof shall be seventy-five (75%) percent of the otherwise applicable Per Selection Rate. Controlled Compositions which are arranged versions of any musical compositions in the public domain, when furnished by ARTIST for recording hereunder, shall be free of administration of copyright in any Controlled Composition shall be made subject to the provisions hereof and any inconsistencies between the terms of this Agreement and mechanical licenses issued to and accepted by COMPANY shall be determined by the terms of this Agreement. If any Single, Disco-Single, EP or LP contains other compositions in addition to the Controlled Compositions, ARTIST will obtain for COMPANY'S benefit mechanical licenses covering such composition on the same

terms and conditions applicable to Controlled Compositions pursuant to this Paragraph 14.

(b) In respect of all Controlled Compositions performed in Pictures, COMPANY is hereby granted an irrevocable perpetual worldwide license to record and reproduce such Compositions in such Pictures and to distribute and perform such Pictures including, but not limited to, all Videoshows thereof, and to authorize others to do so. COMPANY will not be required to make any payment in connection with those uses, and that license shall apply whether or not COMPANY receives any payment in connection with those Pictures. Simultaneously with ARTIST'S submission to COMPANY of the information required pursuant to subparagraph 21(c)(i) hereof, ARTIST shall furnish COMPANY with a written acknowledgment from the person(s) or entity(ies) controlling the copyright in each non-Controlled Compositions to be embodied on any Picture confirming the terms upon which said person(s) or entity(ies) to forthwith issue to COMPANY (and its designees) licenses containing said terms and such other terms and conditions as COMPANY (or its designees) may require. Royalties in connection with licenses for the use of non-Controlled Compositions pertaining to Pictures and Videoshows are included in the royalties set forth in subparagraph 21(d) hereof, as described in subparagraph 21(d)(ii). If the copyright in any Controlled Composition is owned or controlled by anyone else, ARTIST will cause that person, firm or corporation to grant COMPANY the same rights described in this Paragraph 14, on the same terms.

15. (a) In the event that ARTIST for any reason fails to timely fulfill any of its production and delivery commitments hereunder in accordance with all of the terms and conditions of this Agreement, then, in addition to any other rights or remedies which COMPANY may have, COMPANY shall have the right, upon written notice to ARTIST at any time prior to the expiration of the then current Period, (i) to terminate this Agreement without further obligation to ARTIST as to unrecorded or undelivered masters, (ii) to reduce the minimum number of masters required to be recorded and delivered during the then current Period to the number which have been timely recorded and delivered during such Period, or (iii) such default plus one hundred and fifty (150) days with the times for the exercise by COMPANY of its options to extend the Term and the dates of commencement of subsequent Option Periods deemed extended accordingly. It is specifically understood that COMPANY may exercise any of all of its rights pursuant to subparagraphs 15(a)(i), (ii) and (iii) hereof at any time(s) prior to the date the Term would otherwise expire. COMPANY's obligations hereunder shall be suspended for the duration of any such default. The provisions of this subparagraph shall not result in an extension of the Term for a period in excess of the period permitted by applicable law, if any, for the enforcement of personal services agreements.

"Materials", as used in this subparagraph 17(b) shall include: (i) all musical compositions and other material contained on masters subject hereto, (ii) each name used by ARTIST, in connection with masters recorded hereunder, and (iii) all other materials, ideas, other intellectual properties, or elements furnished or selected by ARTIST and contained in or used in connection with any masters recorded hereunder or the packaging, sale, distribution, advertising, publicizing or other exploitation thereof.

(c) ARTIST agrees to and does hereby indemnify, save and hold COMPANY harmless from any and all loss and damage (including court costs and reasonable attorneys' fees) arising out of, connected with or as a result of any inconsistency with, failure or, or breach or threatened breach by ARTIST of any warranty, representation, agreement, undertaking or covenant contained in this Agreement including, without limitation, any claim by any third party in connection with the foregoing. In addition to any other rights or remedies COMPANY may have by reason of any such inconsistency, failure, breach, threatened breach or claim, ARTIST shall reimburse COMPANY, on demand, for any payment made by COMPANY at any time after the date hereof with respect to any loss, damage or liability resulting therefrom and in addition thereto COMPANY shall have the right to deduct from any and all monies otherwise payable to ARTIST under this or any other agreement between the parties hereto a sum(s) equal to such loss, and reasonable attorneys' fees). COMPANY shall give ARTIST notice of any third party claim to which the foregoing indemnity applies and ARTIST shall have the right to participate in the defense of any such claim through counsel of ARTIST's own choice and at ARTIST's expense. Pending the determination of any such claim, COMPANY may withhold payment of all monies under this or any other agreement between the parties hereto in any amount consistent with such claim.

18. Wherever in this Agreement ARTIST's approval or consent is required, such approval or consent shall not be unreasonably withheld. COMPANY may require ARTIST to formally give or withhold such approval or consent by giving ARTIST written notice requesting same and by furnishing ARTIST with the information or material in respect of which such approval or consent is sought. ARTIST shall give COMPANY written notice of approval or disapproval within five (5) days after such notice. ARTIST shall not hinder nor delay the scheduled release of any record hereunder. In the event of disapproval or no consent, the reasons therefor shall be stated. Failure to give such notice to COMPANY as aforesaid shall be deemed to be consent or approval.

19. During the Term, ARTIST warrants and represents that ARTIST shall become and remain a member in good standing of any labor unions with which the COMPANY may at

any time have agreements lawfully requiring such union membership, including, but not limited to, the American Federation of Musicians and the American Federation of Television and Radio Artists. All masters subject hereto shall be produced in accordance with the rules and regulation of all unions having jurisdiction.

20. (a) ARTIST hereby sell, transfers and assigns to COMPANY irrevocably all right, title and interest in and to the masters embodying ARTISTS' performances the titles of which are listed on Schedule "A" annexed hereto and made a part hereof, from the inception of recordings thereof (hereinafter in this Paragraph 20 referred to as the "Masters"), including, without limitation, the COMPANY'S (or its designee's) name as employer-for-hire such copyrights and all renewals and extensions thereof, perpetually and throughout the Territory.

(b) ARTIST will facilitate the Masters to COMPANY at its offices in Miami, Florida not later than simultaneously with the execution of this Agreement, unless said masters are already in the possession of COMPANY.

(c) The Masters will be deemed to have been recorded under this Agreement during the Initial Period of the Term of this Agreement.

(d) ARTIST hereby warrants and represents:

(i) Intentionally Deleted

(ii) No records have been manufactured from the Masters by ARTIST or any other person, firm or corporation for distribution in the Territory, and neither ARTIST nor any other person, firm or corporation has or shall have the right to distribute, market and/or sell any records embodying the Masters in Territory, and none of the musical compositions performed in the Masters have been performed by ARTIST for the making of any other master recordings, other than those records already pressed.

(iii) ARTIST has not, nor has any other person, sold or assigned to any other party or otherwise disposed of any right, title or interest in or to the Masters.

(iv) (1) Each person who rendered any service in connection with, or who otherwise contributed in any way to the making of the Masters, or who granted to ARTIST any of the rights referred to in this Agreement, had the full right, power, and authority to do so, and was not bound by any agreement which would restrict such person from rendering such services or granting such rights.

(2) All recording costs and expenses with respect to the making of the Masters have been paid in full.

(3) All necessary licenses for the recording of the compositions performed in the Masters have been obtained from the copyright owners, and all monies payable under such licenses or otherwise by reason of such recording have been paid. The foregoing does not apply to any monies payable to such copyright owners in connection with the manufacture or sale of records derived from the Masters.

(4) All the Masters were made in accordance with the rules and regulations of the American Federation of Musicians ("AFM"), the American Federation of Television and Radio Artists ("AFTRA") and all other unions having jurisdiction.

(v) COMPANY shall have the sole and exclusive right to manufacture, advertise, distribute, sell and otherwise exploit and deal throughout the Territory in the Masters and records and other reproductions derived therefrom, free from any liability or obligation to make any payments therefor, except as expressly provided in this Agreement.

(vi) ARTIST will execute, acknowledge and deliver to COMPANY such further instruments and documents, and will otherwise cooperate with COMPANY as COMPANY shall request at any time, for the purpose of establishing or evidencing the rights granted to COMPANY herein, or otherwise to implement the intent of this Paragraph 20 COMPANY shall give ARTIST five day notice to sign such documentation and in the event that after said five days the documents are not signed then COMPANY may sign such documents in ARTIST'S name and make appropriate disposition of them. It is agreed however, that prior to COMPANY'S exercise of any power of attorney the documents in question should be sent to ARTIST'S attorney, at least seven (7) days prior to said exercise.

(e) It is understood and agreed that all of the provisions of this Paragraph 20 are of the essence of this Agreement.

21. (a) In addition to ARTIST'S recording commitments as set forth in Paragraph 3 of this Agreement, ARTIST shall comply with requests, if any, made by COMPANY in connection with the production of Pictures. In this connection, ARTIST shall appear on dates and at places requested by COMPANY for the filming, taping or other fixation of audio-visual recordings. ARTIST shall perform services with respect thereto as COMPANY deems desirable in a timely and first-class manner. ARTIST acknowledges that the production of Pictures, involves matters of judgment with respect to art and taste, which judgment shall be exercised by COMPANY and COMPANY'S decisions with respect thereto shall be final. COMPANY will endeavor to consult with ARTIST as to the

(b) Intentionally Omitted.

(c) COMPANY reserves the right, at its election, to suspend the operation of this Agreement for the duration of any of the following contingencies, if by reason of any such contingency, it is materially hampered in the performance of its obligations under this Agreement or its normal business operations are delayed or become impossible or commercially impracticable: Act of God, fire, catastrophe, labor disagreement, acts of government, its agencies or officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, composers or employees affecting COMPANY or the industry in which it is engaged, delays in the delivery of materials and supplies, or any other cause beyond COMPANY's control. Any such suspension due to a labor controversy which involves only COMPANY shall be limited to a period of six (6) months.

(d) If ARTIST's voice or voices should be materially or permanently impaired, then in addition to any other rights or remedies which COMPANY may have, COMPANY shall have the right, upon written notice to ARTIST, to terminate this Agreement and shall thereby be relieved of any liability in connection with undelivered masters.

16. ARTIST expressly acknowledges that ARTIST's services hereunder are of a special, unique and intellectual character which gives them peculiar value, and that in the event of a breach or threatened breach by ARTIST of any term, condition or covenant hereof, COMPANY will be caused immediate irreparable injury. ARTIST expressly agrees that COMPANY shall be entitled to seek injunctive and other equitable relief, as permitted by law, to prevent a breach or threatened breach of this Agreement, or any portion thereof, by ARTIST which relief shall be in addition to any other rights or remedies, for damages or otherwise available to COMPANY.

17. (a) ARTIST warrants and represents that neither ARTIST is not under any disability, restriction or prohibition, whether contractual or otherwise, with respect to ARTIST's right to execute this Agreement or ARTIST's right to perform its terms and conditions. Without limiting the foregoing, ARTIST specifically warrants and represents that no prior obligations, contracts or agreements of any kind undertaken or entered into by ARTIST, will interfere in any manner with the complete performance of this Agreement by COMPANY, ARTIST or with ARTIST's right to record any and all selections hereunder. ARTIST warrants and represents that there are now in existence no prior unreleased masters embodying ARTIST's performances.

(b) ARTIST warrants and represents that no materials, or any use thereof, will violate any law or infringe upon or violate the rights of any third party.

(b) (i) Each Picture produced during the Term of this Agreement shall be owned by COMPANY (including the worldwide copyrights therein and thereto and all extensions and renewals thereof) to the same extent as COMPANY's rights in master recordings made under this Agreement.

(ii) COMPANY will have the unlimited right to manufacture Videoshows of the Picture to rent, sell, distribute, transfer, sublicense or otherwise deal in such Videoshows under any trademarks, tradenames and labels; to exploit the Picture by any means now or hereafter known or developed; or to refrain from any such exploitation, throughout the world.

(c) (i) COMPANY agrees to advance all costs actually incurred in the production of Pictures made by COMPANY. COMPANY shall submit to ARTIST for ARTIST's reasonable approval in writing, the following information: (i) the musical compositions and other material to be embodied thereon; (ii) the general concept therefor and (iii) the producer, director, and any other key personnel therefor. Following COMPANY's receipt of ARTIST's approval of said information, COMPANY shall commence production of the Picture. (iv) One-half of all sums paid by COMPANY in connection with each Picture shall be an advance against and recoupable by COMPANY out of all royalties becoming payable to ARTIST pursuant to this or any other agreement between the parties hereto.

(ii) Each of the following sums, if any, paid by COMPANY in connection with each Picture shall be an advance against and recoupable by COMPANY out of all royalties becoming payable to ARTIST pursuant to this or any other agreement between the parties hereto.

(A) All expenses incurred by COMPANY in connection with the preparation and production of the Picture and the conversion of the Picture to Video Masters that are made to serve as prototypes for the duplication of the Videoshows of the Picture;

(B) All of COMPANY's direct out-of-pocket costs (such as for rights, artists (including ARTIST), other personnel, facilities, materials, services, and the use of equipment) in connection with all steps in the production of the Picture and the process leading to and including the production of such Video Masters (including, but not limited to, packaging costs and the costs of making and delivering duplicate copies of such Video Masters); and

(C) If in connection therewith COMPANY furnishes any of its own facilities, materials, services or equipment for which COMPANY has a standard rate, the amount of such standard rate or if there is no standard rate, the market value for the services or thing furnished.

(iii) All sums that COMPANY in its sole discretion deems necessary or advisable to pay in connection with the production of Pictures and the exploitation of COMPANY's rights therein in order to clear rights or to make any contractual payments that are due or may become due on the part of COMPANY, to ARTIST, ARTIST or any other person, firm or corporation by virtue of the exploitation of COMPANY's rights therein, in order to avoid, satisfy or make unnecessary any claims or demands by any person, firm or corporation claiming the right to payment therefor, including, but not limited to, any payment to an actual or alleged copyright owner, patent owner, union, union-related trust fund, pension plan or other entity, and any payment for an actual or alleged re-run fee, residual, royalty, license fee or otherwise shall constitute advances against and recoupable out of all royalties becoming payable to you pursuant to this or any other agreement between the parties hereto. No payment pursuant to this subparagraph 21(c)(iii) shall constitute a waiver of any of ARTIST's express or implied warranties and representations.

(d) (i) Conditioned upon ARTIST full and faithful performance of all of the terms and conditions of this Agreement, COMPANY shall pay ARTIST royalties equal to fifty (50%) percent of COMPANY's Video Net Receipts with respect to COMPANY's exploitation of Pictures subject to this Agreement. Monies earned and received by COMPANY from any licensee (rather than monies earned and received by the licensee) in respect of exploitation of Pictures shall be included in the computation of Video Net Receipts.

(ii) The royalties provided in subparagraph 21(d)(i) include any royalty obligations COMPANY may have to any other person, firm or corporation who supplied services or rights used in connection with Pictures, including, without limitation, producers, directors, extras, and music publishers, and any such royalties shall be deducted from the gross prior to the computation of royalties otherwise payable to ARTIST.

(iii) With respect to audiovisual material embodying Pictures made hereunder together with other audiovisual material, royalties payable to ARTIST shall be computed by multiplying the royalties otherwise applicable by a fraction, the numerator of which is the amount of playing time in such audiovisual material of Pictures made hereunder and the denominator of which is the total playing time of such audiovisual material.

(iv) As to Pictures embodying performances of ARTIST together with the performances of another artist or artists, the royalties otherwise payable hereunder shall be prorated by multiplying such royalties by a fraction, the numerator of which is one and the denominator of which is the total number of artists whose performances are embodied on such Pictures.

(e) COMPANY shall have the right to use and allow others to use each Picutre for advertising and promotional purposes with no payment to ARTIST. As used herein, "advertising and promotional purposes" shall mean all uses for which COMPANY received no monetary consideration from licensees in excess of a reasonable amount as legal fees, administrative costs or similar type payments and as reimbursement for transaction costs incurred by COMPANY in connection with such uses, such as tape, duplication costs, shipping, handling and insurance costs.

(f) (i) During the Term of this Agreement, no person, firm or corporation other than COMPANY will be authorized to make, sell, broadcast or otherwise exploit audio-visual materials unless: (A) ARTIST first notifies COMPANY of all of the material terms and conditions of the proposed agreement pursuant to which the audio-visual materials is to be made, sold, broadcast or otherwise exploited, including, but not limited to, the titles of the compositions covered by the proposed agreement, the format to be used, the manner of exploitation proposed and the indentities of all proposed parties to the agreement, and (B) ARTIST offers to enter into an agreement with COMPANY containing the same terms and conditions described in such notice and otherwise in the same form as this Agreement, but with payments to ARTIST that are ninety (90%) percent of the payments to ARTIST in such proposed agreement. If COMPANY does not accept ARTIST's offer within forty-five (45) days after COMPANY's receipt of same, ARTIST may then enter into that proposed agreement with the same parties mentioned in such notice, subject to subparagraph 21(f)(ii) hereof and provided that such agreement is consummated with those parties within thirty (30) days after the end of that sixty (60) day period upon the same financial terms and conditions set forth in ARTIST's notice and offer to COMPANY. If that agreement is not consummated within the latter thirty (30) day period, no party except COMPANY will be authorized to make, sell, broadcast or otherwise exploit such audio-visual materials unless ARTIST first offers to enter into an agreement with COMPANY as provided in the first sentence of this subparagraph 21(f). COMPANY will not be required, as a condition of accepting any offer made to COMPANY pursuant to this subparagraph 21(f), to agree to any terms or conditions which cannot be fulfilled by COMPANY as readily as by any other party (for example, but without limitation, the employment of a particular producer or director).

(ii) If COMPANY does not accept an offer made to it pursuant to this subparagraph 21(f), such non-acceptance shall not be considered a waiver of any of COMPANY's rights pursuant to this Agreement. Such rights include, without limitation, the right to prevent authorizing any use of masters owned by or exclusively licensed to COMPANY unless COMPANY so agrees. ARTIST shall not act in contravention of such rights.

(g) In all other respects (e.g., the times for accountings to be rendered, and warranties and representations made by ARTIST) Pictures and Video Masters shall be governed by the same terms and conditions as are applicable to masters subject to this Agreement.

22. Intentionally deleted.

23. COMPANY shall prepare the artwork for the album covers used in connection with the releases hereunder in the United States, during the Term of this Agreement, of each newly-recorded LP required to be recorded and delivered hereunder (hereinafter, the "Artwork"), upon prior written notice to COMPANY and only upon all of the following conditions:

(a) Before preparation and the incurring of any expenses in connection with the album artwork, ARTIST may discuss completely with a representative of COMPANY's art department, the proposed artwork to be produced by COMPANY, all of which shall be subject to the decision of COMPANY's art department. COMPANY will endeavor to consult with ARTIST as to the album artwork.

(b) (i) COMPANY will deliver all such Artwork prepared by COMPANY to ARTIST for ARTIST's reasonable approval, prior to the printing of said album cover.

24. All sums paid by COMPANY in connection with independent promotion, shall be an advance against and recoupable by COMPANY out of all royalties becoming payable to ARTIST pursuant to this or any other agreement between the parties.

25. For the purposes of this Agreement, the following definitions shall apply:

(a) "Master" - The equivalent of a seven (7") inch 45 rpm single-sided recording of not less than 3-1/2 minutes of playing time intended for use in the manufacture and sale of records.

(b) "Single" - A seven (7") inch 45 rpm double-sided record embodying thereon two (2) masters. A "Disco-single" is a twelve (12") inch double-sided record embodying thereon not more than four (4) masters.

(c) "EP" - A double-sided record embodying thereon either five (5) masters or six (6) masters.

(d) "LP" - A twelve (12") inch 33-1/3 rpm double-sided long-playing record of not less than 35 minutes of playing time. Multiple sets which consist of more than one

(1) LP intended to be released, packaged and sold together for a single overall price, shall be deemed to be the equivalent of one (1) LP for the purposes of this Agreement, but shall not be recorded or delivered hereunder without COMPANY's prior written consent.

(e) "Records", "phonograph records", "recordings" and "sound recording" - All forms of recording and reproduction by which sound may be recorded now known or which may hereafter become known, manufactured or sold primarily for home use, juke box use, or use on or in means of transportation, including, without limiting the foregoing, magnetic recording tape, film, electronic video recordings and any other medium or device for the production of artistic performances manufactured or sold primarily for home use, juke box use or use on or in means of transportation, whether embodying (i) sound alone or (ii) sound synchronized with visual images, e.g. "sight and sound" devices.

(f) "Delivery", "deliver" or "delivered" - The actual receipt by COMPANY of completed, fully mixed, leadered and edited masters comprising each LP, commercially satisfactory to COMPANY and ready for COMPANY's manufacture of records, together with all materials, consents, approvals, licenses and permissions.

(g) "Recording Costs" - Wages, fees, advances and payments of any nature to or in respect of all musicians, vocalists, conductors, arrangers, orchestrators, engineers, producers, copyists, etc.; payments to a trustee or fund based on wages to the extent required by any agreement between COMPANY and any labor organization or trustee; all studio, tape, editing, mixing, re-mixing, mastering and engineering costs; all costs of travel, per diems, rehearsal halls, non-studio facilities and equipment, dubdown, rental and transportation of instruments; all costs occasioned by the cancellation of any scheduled recording session; and all other costs and expenses incurred in producing the master recordings hereunder which are then customarily recognized as recording costs in the recording industry.

(h) "mid-priced LP" - an LP which bears a suggested retail list price in the applicable country of the Territory of at least sixty-seven (67%) percent but not more than eighty (80%) percent of the suggested retail list price of the majority of COMPANY's or COMPANY's licensee's as applicable, then-current newly-released LPs.

(i) "budget LP" - an LP which bears a suggested retail list price in the applicable country of the Territory or less than sixty-seven (67%) percent of the suggested retail list price of the majority of COMPANY's or COMPANY's

(j) "Pictures" - motion pictures and other audiovisual works that have a soundtrack substantially featuring performances of ARTIST.

(k) "Videoshows" - Videocassetts, Videodiscs or any other devces, now or hereafter known or developed, that enable the Picture to be perceived visually, with or without sound, when used in combination with or as part of a piece of electronic, mechanical or other apparatus.

(l) "Videodisc" - a disc-type Videoshow that enable the Picture to be perceived visually, with or without sound, through a television-type playback system or device.

(m) "Videocassette" - A Videoshow other than Videodisc (e.g., a Videoshow in the form of pre-recorded tape).

(n) "Video Masters" - master Videoshows.

(o) "Video Net Receipts" - monies earned and received by COMPANY from exploitation of Pictures less a twenty (20%) percent gross distribution fee, and less any out-of-pocket expenses, copyright, union and other third party payments, taxes and adjustments borne by COMPANY in connection with such exploitation and collection and receipt by COMPANY of such monies.

(p) "any other agreement between the parties hereto" - any agreements between COMPANY on the one part, and ARTIST (or any other entity furnishing ARTIST's recordings or services) or ARTIST, on the other part, pertaining to ARTIST's recording services or recordings.

26. COMPANY may assign its rights under this agreement in whole or in part to any subsidiary, affiliated or controlling corporation, to any person owning or acquiring a substantial portion of the stock or assets of COMPANY, or to any partnership or other venture in which COMPANY may participates. COMPANY may also assign its rights to any of its licensees if advisable in COMPANY's sole discretion to implement the license granted. ARTIST may assign its rights under this agreement to a corporation a majority of whose capital stock is owned and controlled by ARTIST. No such assignment shall affect COMPANY's rights hereunder nor relieve ARTIST of any obligations under this agreement.

27. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement shall be binding upon COMPANY unless confirmed by a written instrument signed by an officer of COMPANY. A waiver by COMPANY of any term or condition of this Agreement in any instance shall not be deemed or

construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All of COMPANY's rights, options and remedies in this Agreement shall be cumulative and none of them shall be in limitation of any remedy, option or right available to COMPANY. Should any provision of this Agreement be adjudicated by a court of competent jurisdiction as void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. It is agreed that all accountings and payments required herein, and all grants made herein, shall survive and continue beyond the expiration or earlier termination of this Agreement. No breach of this Agreement by COMPANY shall be deemed material unless within thirty (30) days after ARTIST learns of such breach, ARTIST serves written notice thereof on COMPANY specifying the nature thereof and COMPANY fails to cure such breach, if any, within sixty (60) days (except thirty (30) days if such alleged breach is the payment of monies hereunder) after receipt of such notice.

28. This Agreement shall be deemed to have been made in the State of Florida and its validity, construction, performance and breach shall be governed by the laws of the State of Florida applicable to agreements made and to be wholly performed therein. ARTIST agrees to submit itself to the jurisdiction of the Federal or State courts located in Miami in any action which may rise out of this agreement and said courts shall have exclusive jurisdiction over all disputes between COMPANY and ARTIST pertaining to this Agreement and all matters related thereto. In this regard, any process in any action or proceeding commenced in the courts of the State of Florida arising out of any claim, dispute or disagreement under this Agreement may, among other methods, be served upon ARTIST by delivering or mailing the same, via registered or certified mail, addressed to ARTIST at the address provided herein for notices to ARTIST; any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of Florida. Nothing contained herein shall constitute a waiver of any other remedies available to COMPANY. Nothing contained in this Paragraph 28 shall preclude COMPANY from joining ARTIST in an action brought by a third party against COMPANY in any jurisdiction, although COMPANY's failure to join ARTIST in any such action in one instance shall not constitute a waiver of any COMPANY's rights with respect thereto, or with respect to any subsequent action brought by a third party against COMPANY.

29. ARTIST hereby grants to COMPANY and its licenses the exclusive right, throughout the world, to use and authorize the use of ARTIST's name, portraits, pictures, likeness, and biographical material, either alone or in conjunction with other elements, in connection with the sale,

lease, licensing or other disposition of merchandising rights. For the rights granted by ARTIST to COMPANY in this paragraph, COMPANY shall pay ARTIST a royalty of twenty (20%) percent of COMPANY's net royalty receipts derived from the exploitation of such rights, after deducting all costs and third party payments relating thereto; and such royalty shall be accounted to ARTIST in the manner otherwise provided herein. Relative to any and all activities conducted and contemplated by this paragraph, COMPANY agrees to regularly and reasonably inform ARTIST, in writing, of progress and current status of all such activities. COMPANY agrees to submit to ARTIST, within thirty (30) days of execution, copies of all contracts entered into by COMPANY relative to those activities provided for in this paragraph.

30. This Agreement shall not become effective until executed by all parties.

31. Grant of Rights

(a) Assignment of Copyrights. Artist hereby sells, transfers, and assigns to COMPANY, its successors and assigns, and undivided one-hundred (100%) percent of the publishing interest in the Compositions, including without limitation, the copyrights therein and any and all renewals and/or extensions thereof throughout the world (the "Territory"), and all claims and causes of actions related to the Compositions accruing at any time and all other rights of whatsoever nature in the Composition, including without limitation, the titles, words and music of the Compositions and each every arrangement, adaptation and version thereof. COMPANY will pay to ARTIST twenty-five (25%) percent of the publishers share to ARTIST contemporaneously with record royalties. ARTIST will execute and deliver to COMPANY such instruments of transfer and other documents regarding the rights of COMPANY in the Compositions subject to this agreement as COMPANY may reasonably request to carry out the purposes of this agreement, (including, without limitation, the Exhibits annexed hereto), and COMPANY may sign such documents in your name or the name of any Controlled Songwriter and make appropriate disposition of them.

31.2 Administration. COMPANY and its Licensees will have the sole, exclusive and perpetual right, throughout the Territory, to:

(a) License and cause others to license the exploitation of the Compositions, including, without limitation, the right to license broadcast and other public performances and the right to license the manufacture, distribution and sale of Phonograph Records embodying any one or more Compositions.

(b) Administer and grant rights in the Compositions and the copyrights therein.

(c) Print, publish and sell printed editions of the Compositions.

(d) Collect all monies payable during the term and Retention Period, with respect to the Compositions, in addition to all monies due prior to the date hereof, and all performance royalties payable to you with respect to the Compositions by the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), or any other applicable performing rights society (hereinafter collectively the "Societies"), but excluding any songwriter share of public performance income. If a Society in any territory does not license any particular public performance use of a Composition, it is understood COMPANY may license that use directly and all income received by COMPANY in connection with such licenses shall be deemed Gross Income and subject to accounting hereunder.

(e) Make arrangements, or otherwise adapt or change any one or more Compositions in any manner.

(f) Otherwise administer the Compositions and the copyrights therein and to act as the publisher thereof and exercise all of such rights as fully as if the copyrights were registered in COMPANY's name alone and COMPANY alone were the sole and exclusive owner thereof and of the Compositions.

31.3 Power of Attorney ARTIST hereby irrevocably authorize, empower and appoints COMPANY, ARTISTS true and lawful attorney, for the term of the copyrights in the respective Compositions and any renewals or extensions thereof, to secure any renewal periods for COMPANY's benefit, to initiate and compromise any claim or action with respect to the Compositions including any claim or action against infringers of COMPANY or ARTISTS rights in the Compositions, and to execute in ARTISTS name, and the name of any Controlled Songwriter, any and all documents and/or instruments necessary or desirable to accomplish the foregoing and/or to evidence COMPANY's ownership of the copyrights during such periods and/or to effectuate COMPANY's rights hereunder. The power granted herein is coupled with an interest and irrevocable. COMPANY will cause the copyrights in the Compositions to be registered or re-registered jointly in the name of COMPANY and ARTIST and such additional parties as appropriate. All documents which would be executed by a power of attorney will be delivered to the attorney for ARTIST prior to one (1) week before execution.

31.4 Name and Likenesses. COMPANY and any Licensee of COMPANY each shall have the right and may grant to others the right to reproduce, print, publish, or disseminate in any medium your name, the names, portraits, pictures and likenesses in the exploitation of musical compositions and the marketing of other merchandise of any kind. During the term of this agreement neither you nor any Controlled Songwriter shall authorize any Party other than

COMPANY to use the name or likeness of Controlled Songwriter (or any professional, group, or other assumed or fictitious name used by Controlled Songwriters) in connection with the exploitation of musical compositions.

32. Liquidation of Existing Reserves - COMPANY agrees to liquidate and pay to ARTIST fifty (50%) percent of the reserves now being held by COMPANY, on all 2 Live Crew Lp's to date. This shall not include any reserves being held on the "Luke Album - Banned in the USA".

33. Intentionally Deleted.

YOU UNDERSTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENT PURSUANT TO WHICH YOU GRANT TO COMPANY CERTAIN EXCLUSIVE SERVICES FOR ALL OF THE WORLD FOR A PERIOD IN EXCESS OF THREE (3) YEARS. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE BEEN ADVISED OF YOUR RIGHT TO RETAIN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT AND THAT YOU HAVE EITHER RETAINED AND HAVE BEEN REPRESENTED BY SUCH LEGAL COUNSEL OR HAVE KNOWINGLY AND VOLUNTARILY WAIVED YOUR RIGHT TO SUCH LEGAL COUNSEL AND DESIRE TO ENTER INTO THIS AGREEMENT WITHOUT THE BENEFIT OF LEGAL REPRESENTATION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LUKE RECORDS

BY:

LUTHER CAMPBELL

DAVID HOBBS (Artist)

MARK ROSS (Artist)

EXCLUSIVE RECORDING AGREEMENT

This Agreement made and entered into as of this _____ day of February, 1991 by and between Luke Records, Inc., 8400 N.E. 2nd Ave, Miami, Florida 33138 ("COMPANY") and Mark Ross, Chris Wong Won and David Hobbs and Luther Campbell p/k/a The 2 Live Crew ("ARTIST").

In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. (a) COMPANY hereby engages ARTIST to record for COMPANY masters embodying the performances of ARTIST, and ARTIST hereby accepts such engagement and agrees to record masters embodying the performances of ARTIST exclusively for COMPANY during the term hereof and all extensions and renewals.

(b) The rights herein granted to COMPANY and the obligations of ARTIST shall be for the world ("Territory").

2. The term of this Agreement shall be for a period of one (1) year commencing on the date hereof ("Initial Period"). ARTIST hereby grants to COMPANY four (4) consecutive separate options to extend the term for further periods of one (1) year each ("Option Periods"), each upon the same terms and conditions applicable to the Initial Period, except as otherwise hereinafter set forth. The Initial Period and every Option Period for which Company has exercised its option are hereinafter sometimes referred to together as the "Term". Each option shall be automatically exercised, unless written notice to the contrary is sent to ARTIST at least fifteen (15) days prior to the date that the Term would otherwise expire.

3. During the Initial Period, ARTIST shall record masters the equivalent in playing time of one Lp. COMPANY and ARTIST hereby acknowledge that the masters listed on Schedule "A" annexed hereto and made a part hereof comprise the Lp required to be recorded during the Initial Period, (hereinafter sometimes referred to as the "First LP"), and have been heretofore recorded by ARTIST. Said masters are herein and hereby owned by COMPANY pursuant to all of the terms and conditions of this Agreement, particularly Paragraph 20 hereof and said masters shall be deemed recorded and delivered hereunder during the Initial term.

4. (a) During the Term, ARTIST shall not perform for the purpose of making records for anyone other than COMPANY for distribution in the Territory and ARTIST shall not authorize the use of ARTIST's name, likeness, or other identification for the purpose of distributing, selling, advertising or exploiting records for anyone other than COMPANY in the Territory. It is agreed however, that individual members of ARTIST not to exceed two (2) may perform as instrumentalists, arrangers, producers or background singers on other recordings for other artists in a "sideman" capacity provided COMPANY receives credit, in the form of "Courtesy of Luke Records".

(b) ARTIST shall not perform any selection recorded hereunder for the purpose of making records for anyone other than COMPANY for distribution in the Territory (i) for a period of five (5) years after the initial date of release of the respective record containing such selection or (ii) for a period of two (2) years after the expiration or other termination of this Agreement, whichever is later ("Re-recording Restriction").

(c) Should ARTIST make any sound recording during the Term for motion pictures, television, electrical transcriptions or any other medium or should ARTIST after the Term perform for any such purpose any selection recorded hereunder to which the Re-recording Restriction then applies, ARTIST will do so only pursuant to a written agreement prohibiting the use of such recordings, directly or indirectly, for record purposes in the Territory. ARTIST shall furnish to COMPANY a copy of the provisions of any such contract relating to the foregoing.

5. All masters recorded by ARTIST during the Term from the inception of the recording thereof and all reproductions derived therefrom, together with the performances embodied thereon, shall be the property of COMPANY for the world free from any claims whatsoever by ARTIST or any person deriving any rights or interests from ARTIST. Without limiting the generality of the foregoing, COMPANY and its designee(s) shall have the exclusive and unlimited right to all the results and proceeds of ARTIST's recording services rendered during the Term, including, but not limited to, the exclusive, unlimited and perpetual rights throughout the world:

(a) To manufacture, advertise, sell, lease, license, distribute or otherwise use or dispose of, in any or all fields of use by any method now or hereafter known, records embodying the masters recorded by ARTIST during the Term, all upon such terms and conditions as COMPANY may elect, or at its discretion, to refrain therefrom;

(b) To use and publish and to permit others to use and publish ARTIST's name (including any professional name heretofore or hereafter adopted by ARTIST), photographs, likeness, and biographical material concerning ARTIST for advertising and trade purposes in connection with all masters recorded by ARTIST and all Pictures produced during the Term; ARTIST consent will be requested, such consent may not be unreasonably withheld.

(c) To obtain copyrights and renewals thereof in sound recordings (as distinguished from the musical compositions embodied thereon) recorded by ARTIST during the Term, in COMPANY's name as owner and employer-for-hire of such sound recordings;

(d) To release records derived from masters recorded by ARTIST during the Term under any name, trademark or label which COMPANY or its subsidiaries, affiliates or licensees may from time to time elect. COMPANY agrees that the initial United States release during the Term hereof of records solely embodying masters recorded hereunder shall be by a distributor or distributors selected by COMPANY at COMPANY's sole discretion.

(e) To perform such records publicly and to permit public performances thereof by means of radio broadcast, television or any other method now or hereafter known.

6. (a) ARTIST acknowledges that the sale of records is speculative and agrees that the judgment of COMPANY with regard to any matter affecting the sale, distribution or exploitation of such records shall be binding and conclusive upon ARTIST. Except as otherwise specifically set forth in subparagraph 6(b) hereof, nothing contained in this Agreement shall obligate COMPANY to make, sell, license, or distribute records manufactured from masters delivered hereunder.

(b) Provided that ARTIST is not in breach of this Agreement, and if COMPANY is in receipt of completed, fully edited and mixed commercially satisfactory masters sufficient to comprise each newly-recorded required LP hereunder embodying ARTIST's newly-recorded required studio performances of material not previously recorded by ARTIST ready for COMPANY's manufacture of records therefrom, together with all materials therefor, COMPANY agrees to commercially release each LP recorded and delivered hereunder within one hundred and twenty (120) days following completion of Artists recording for COMPANY.

(c) It is understood and agreed that if COMPANY shall have failed to so release any such LP, ARTIST shall have the right to notify COMPANY in writing of COMPANY's such failure and of ARTIST's desire that the Term of this

Agreement be terminated if COMPANY does not, within sixty (60) days after COMPANY receives such notice from ARTIST, commercially release the applicable LP in the World. it is specifically understood and agreed that if COMPANY shall fails to fulfill any such release commitment, COMPANY shall have no liability whatsoever to ARTIST and ARTIST's only remedy shall be to terminate the Term of this Agreement by written notice to COMPANY within fifteen (15) days following the expiration of such sixty (60) day period.

7. (a) "An advance in the sum of two hundred and fifty thousand (\$250,000.00) dollars payable as follows; One third (1/3) upon signing of the agreement; one third (1/3) upon the start of the Lp; and the remaining one third (1/3) upon completion of the album, shall be the amount of the Recording Fund for the first Lp delivered during the initial Contract Period (the First Lp).

(b) On all future Lp's the advance of two hundred and fifty thousand (\$250,000) dollars shall be paid at one-half (1/2) on renewal of the Option Period and one-half (1/2) upon completion of the Lp.

	<u>Fund Amount</u>
(i) The Album Delivered during the first Contract Period (the "Second Album"):	\$250,000
(ii) The Album Delivered during the second Option Period (the "Third Album")	\$250,000
(iii) The Album Delivered during the third Option Period (the "Fourth Album")	\$250,000
(iv) The Album Delivered during the fourth Option Period (the "Fifth Album")	\$250,000

(b) During each Contract Period COMPANY will have the option to increase the Recording Commitment for that Period by Master Recordings constituting one additional Lp ("Overcall Recordings"). COMPANY may exercise that option by sending you a notice at any time before the end of the Contract Period concerned. The current Contract Period will continue for nine (9) months after delivery of the Overall Recordings. Any Lp entitled Luke Featuring 2 Live Crew shall count as an Overcall Lp.

8. (a) (i) Except as otherwise provided in subparagraph 8(a)(ii) hereof, COMPANY shall be solely respon-

sible for and shall pay all recording costs, pressing and promotional costs incurred in the production and release of all masters subject to this Agreement. All such costs paid by COMPANY shall be deducted from any and all monies becoming payable to ARTIST under this or any other agreement between the parties hereto.

(ii) Notwithstanding the provisions of subparagraph 8(a)(i) hereof, in the event that COMPANY elects to require ARTIST to record and deliver the Additional Masters, or if COMPANY wishes to re-mix any of the masters delivered in connection with the First LP, all costs so paid by COMPANY shall be advances against and recoupable by COMPANY out of all royalties becoming payable to ARTIST pursuant to this or any other agreement between the parties hereto.

(b) COMPANY shall be solely responsible for and shall pay all monies becoming payable to ARTIST and all other parties rendering services or otherwise in respect of sales of recordings derived from masters subject to this Agreement.

9. (a) Each master recorded and delivered hereunder shall be produced by a producer selected by COMPANY. COMPANY shall be solely responsible for and shall pay all monies becoming payable to all producers. All such sums so paid by COMPANY shall be deducted from any and all monies otherwise payable to ARTIST under this or any other agreement between the parties hereto (excluding any publishing agreements with Companies affiliate Publishing Companies).

(b) As to any producers selected by COMPANY, COMPANY shall pay said producer or producers a royalty negotiated between COMPANY and said producer and shall not effect the royalty otherwise payable to ARTIST under this or any other agreement between the parties hereto.

10. Conditioned upon ARTIST's full and faithful performance of all the material terms hereof, COMPANY shall pay ARTIST the following royalties in respect of records subject to this Agreement:

(a) Company shall credit Artist's Royalty Account pursuant to and in accordance with the following royalty schedule for records manufactured and sold in the United States:

<u>RECORDING PERIODS</u>	<u>MINIMUM SIDES</u>	<u>ROYALTY RATES</u>
Initial Period	One LP	15%
1st Option Period	One LP	15%
2nd Option Period	One LP	15%
3rd Option Period	One LP	15%
4th Option Period	One LP	15%

*Royalty Rate = Percentage times one-hundred (100%) percent of net records sold and for which Company has been paid times the retail price of records manufactured in the United States. This rate shall not apply to 7" or 12" singles. (In the event Company's distributor pay on the basis of eighty-five (85%) or ninety (90%) percent of retail, then company shall pay on the same basis as distributor). The rate for 7" and 12" singles shall be thirteen (13%) percent.

(b) (i) With respect to retail sales outside the United States of all records derived from masters recorded and delivered during the Term, the royalty rate shall be based upon the U.S. rate and pro rated down at the percentage which COMPANY's royalty rate is reduced.

(ii) The royalty rate hereinabove set forth in subparagraph 10(b)(i) shall be hereinafter referred to as the "Basic Foreign Rate".

(iii) Notwithstanding anything to the contrary contained herein, with respect to records sold in Brazil, Greece, Portugal, India, Kenya, Zambia, Zimbabwe, Nigeria and any other territory in which governmental or other authorities place limits on the royalty rates permissible for remittances to the United States in respect of records sold in such territory(ies), the royalty rate payable to ARTIST hereunder in respect of sales of records in such territory(ies) shall equal the lesser of (A) the Basic Foreign Rate or (B) the effective royalty rate permitted by such governmental or other authority for remittances to the United States less a royalty equivalent to two (2%) percent of the retail list price and such monies as Company or its licensees shall be required to pay to all applicable union funds in respect of said sales.

(iv) Royalties in respect of sales of records outside the United States shall be computed in the same national currency as COMPANY is accounted to be its licensees and shall be paid to ARTIST at the same rate of exchange as COMPANY is paid. It is understood that such royalties will not be due and payable until payment thereof is received by or credited to COMPANY in the United States governmental regulations, royalties therefor shall not be

credited to ARTIST's account during the continuance of such inability except that (i) if any accounting rendered to ARTIST hereunder during the continuance of such inability shows ARTIST's account to be in a credit position, COMPANY will, after ARTIST's request and at ARTIST's expense, if COMPANY is able to do so, deposit such royalties to ARTIST's credit in the applicable foreign currency in a foreign depository, or (ii) if the royalties not credited to ARTIST's account exceed the amount, if any, by which ARTIST's account is in a debit position, then COMPANY will, after ARTIST request and at ARTIST's expense, and if COMPANY is able to do so, deposit such excess royalties to ARTIST's credit in the applicable foreign currency in a foreign depository. Deposit as aforesaid shall fulfill COMPANY's obligations under this Agreement as to record sales to which such royalty payments are applicable.

(c) With respect to records sold (i) through any direct mail or mail order distribution method, including, without limitation, record club distribution, (ii) by distribution through retail outlets in conjunction with special advertisements on radio or television or (iii) by any combination of the methods set forth above, the royalty payable in connection therewith shall be one-half (1/2) of COMPANY's net earned royalty receipts in respect of reported sales through such channels after COMPANY shall have first deducted all third party payments for which COMPANY is responsible. No royalties shall be payable with respect to records given away as "bonus" or "free" records as a result of joining a record club or plan or of purchasing a required number of records or with respect to records received by members of any such club operation either in an introductory offer in connection with joining such club or upon recommending that another join such club operation.

(d) (i) With respect to mid-priced LPs, the royalty rate shall be two-thirds (2/3) of the Basic U.S. LP Rate or Basic Foreign Rate, as the case may be, provided that during the Term, COMPANY shall not release in the United States any such mid-priced LP comprised solely of masters delivered hereunder prior to nine (9) months following COMPANY's initial United States release of such LP as a full-priced record, unless ARTIST shall consent in writing.

(ii) With respect to budget LPs, the royalty rate shall be one-half (1/2) of the Basic U.S. LP Rate or Basic Foreign Rate, as the case may be, provided that during the Term, COMPANY shall not release in the United States any such budget LP comprised solely of masters delivered hereunder prior to eighteen (18) months following COMPANY's initial United States release of such LP as a full-priced record, unless ARTIST shall consent thereto.

(e) With respect to EPs, the royalty rate shall be three-fourths (3/4) of the Basic U.S. LP Rate or Basic Foreign Rate, as the case may be.

(f) Notwithstanding anything to the contrary contained in this Agreement, in the event that Company (or its licensee(s)) shall in any country(ies) of the Territory adopt a policy applicable to the majority of LPs in COMPANY's (or its licensee(s)) then current catalogue pursuant to which the retail list price of an LP is reduced subsequent to its initial release, then the royalty rates otherwise payable to ARTIST under this Agreement shall be reduced in the proportion that such reduced retail list price of the applicable LP bears to the retail list price of such LP as initially released in the applicable country.

(g) With respect to "compact-disc" LPs, the royalty rate shall be the Basic U.S. LP Rate or Basic Foreign Rate, as the case may be.

(h) In the event that COMPANY shall sell or license third parties to sell "records" via telephone, satellite, cable or other direct transmission to the consumer over wire or through the air, ARTIST shall be paid royalties with respect thereto at the Basic U.S. Singles Rate, Basic U.S. LP Rate or Basic Foreign Rate, as the case may be. For the purposes of calculating royalties payable in connection with such sales, the retail list price of such "records" shall be deemed to be the then-current retail list price of tape copies of such records and in the case of records which have no tape equivalent, the corresponding price of the disc (but in the United States, eighty-five (85%) percent of the then current retail list price of such tape copies or corresponding disc), and the packaging deduction for such sales shall be made in accordance with subparagraph 10(s)(iii) of this Agreement.

(i) The royalty rate payable for records sold to the United States government, its subdivisions, departments and agencies, and to educational institutions and libraries shall be one-half (1/2) of the otherwise applicable basic U.S. rate and shall be based upon the retail list price (Post Exchange list price where applicable) of such records.

(j) The royalty rate payable for records sold as "premiums" shall be one-half (1/2) of the Basic U.S. Singles Rate, Basic U.S. LP Rate or Basic Foreign Rate, as the case may be, and the retail list price for such records shall be deemed to be COMPANY's actual sales price. It is understood that COMPANY shall not use ARTIST's name or likeness in connection with any such "premium" record as an endorsement of any product or service.

(k) The royalty rate payable for records sold in the form of pre-recorded tape (whether reel-to-reel or cartridge) or any other form (other than disc), shall be the applicable royalty rate otherwise payable, provided that if the retail list price of any record sold in pre-recorded

tape form or any form other than disc) shall be less than the retail list price of the corresponding record in disc form, the royalty rate otherwise payable shall be reduced in the proportion that the retail list price of the applicable record in pre-recorded tape form (or such form other than disc) bears to the retail list price of such record in disc form.

(l) COMPANY shall have the right to license the masters to third parties for record use and/or all other types of use on a flat-fee basis. COMPANY shall credit ARTIST's royalty account with fifty (50%) percent of the net amount received by COMPANY under each such license after COMPANY shall have first deducted all third party payments for which COMPANY is responsible.

(m) As to records not consisting entirely of masters recorded and delivered hereunder, the royalty rate otherwise payable to ARTIST hereunder with respect to sales of any such record shall be prorated by multiplying such royalty rate by a fraction, the numerator of which is the number of masters recorded and delivered hereunder embodied on such record and the denominator of which is the total number of masters embodied thereon.

(n) As to masters embodying performances of ARTIST together with the performances of another artist or artists, the royalty rate otherwise payable hereunder with respect to sales of any record derived from any such master and the recording costs and/or advances otherwise payable by COMPANY hereunder with respect to any such master shall be prorated by multiplying such royalty rate or recording costs and/or advances by a fraction, the numerator of which is one and the denominator of which is the total number of artists whose performances are embodied on such master.

(o) COMPANY shall have the right to include or to license others to include any one or more of the masters in promotional records on which such masters and other recordings are included, which promotional records are designed for sale at a substantially lower price than the regular price of COMPANY's LPs. No royalties shall be payable on sales of such promotional records.

(p) No royalties shall be payable in respect of:
(i) records given away or furnished on a "no-charge" basis to "one-stops", rack jobbers, distributors or dealers, whether or not affiliated with COMPANY, provided that such records do not exceed 300 non-royalty bearing Singles out of every 1,000 Singles distributed and 200 non-royalty bearing LPs out of every 1,000 LPs distributed, and provided further that COMPANY shall have the right to exceed the aforesaid limitations for short term special promotions or marketing campaigns. The number of records distributed on a no-charge

basis shall not, for any such short term promotion or campaign exceed an additional ten (10%) percent of the total number of records distributed. COMPANY shall use reasonable efforts to notify ARTIST of any such short term special promotion or campaign, but COMPANY's failure to do so shall not be a breach of this Agreement or in any manner affect COMPANY's right to distribute records on a non-royalty basis as aforesaid; (ii) records given away or sold at below stated wholesale prices for promotional purposes to disc jockeys, record reviewers, radio and television stations and networks, motion pictures companies, music publishers, COMPANY's employees, ARTIST, ARTIST or other customary recipients of promotional records or for use on transportation facilities; (iii) records sold as scrap, salvage, overstock or "cut-outs"; (iv) records sold below cost. No royalties shall be payable on any sales by COMPANY's licensees until payment has been received by or credited to COMPANY in the United States. This paragraph shall be governed by the agreement between COMPANY and it's distributor. In the event that distributor adopts a different policy as to the contents of this paragraph, then said distributor's policy shall prevail as between COMPANY and ARTIST.

(q) As to records sold at a discount to "one-stops", rack jobbers, distributors or dealers, whether or not affiliated with COMPANY, in lieu of the records given away or furnished on a "no-charge" basis as provided in subparagraph 10(p)(i) above, the applicable royalty rate otherwise payable hereunder with respect to such records shall be reduced in the proportion that said discount wholesale price bears to the usual stated wholesale price, provided that said reduction in the applicable royalty rate does not exceed the percentage limitations set forth in subparagraph 10(p)(i) above.

(r) The royalty rates provided for in this Paragraph 10 shall be applied against the retail list price (less COMPANY's container deductions, excise taxes, duties and other applicable taxes) for ninety (90%) percent of records sold which are paid for and not returned. The term for "retail list price" as used in this Agreement shall mean (i) for records sold in the United States, the manufacturer's suggested retail price in the United States and (ii) for records sold outside the United States, the manufacturer's suggested retail price in the country of manufacture or sale, as COMPANY is paid. In those countries where a manufacturer's suggested retail price is not utilized or permitted, the generally accepted retail price shall be utilized. Notwithstanding the foregoing, (A) the retail list price for a "Disco-single" shall be deemed to be the retail list price for a Single, except for Disco-Singles sold in the United States the retail list price therefor shall be deemed to be the lesser of one hundred fifty (150%) percent of the retail list price of a Single or the actual

retail list price of such Disco-single and (B) with respect to "compact-disc" or other audiofile records in any configuration manufactured, distributed and sold by Company's normal retail channels in the United States a royalty equal at the same penny rate as Company is paid on cassette tapes. In computing sales, COMPANY shall have the right to deduct all returns made at any time and for any reason.

(s) COMPANY's container deductions shall be a sum equal to (i) ten (10%) percent of the retail list price for records in disc form (other than "compact-disc" records), (ii) twelve and one-half (12-1/2%) percent of the retail list price for records in disc form in "double-fold" jackets or covers or in jackets which contain an insert or any other special elements, and (iii) twenty-five (25%) percent of the retail list price for pre-recorded tape, "compact-discs" and cartridge boxes or containers, or any other form of package, container or box other than as described herein. In the event that the deduction for packaging charged by COMPANY's distributor is different than the amounts herein, then the amount deducted by COMPANY's distributor shall prevail.

11. Statements as to royalties payable hereunder shall be sent by COMPANY to ARTIST within sixty (60) days after the expiration of each calendar quarter for the preceding quarterly period ending February 28, May 31, August 31 or November 30. Concurrently with the rendition of each statement, COMPANY shall pay ARTIST all royalties shown to be due by such statement, after deducting all recording costs paid by COMPANY, all payments made on behalf of ARTIST, and all advances made to ARTIST prior to the rendition of the statement. No statements need be rendered by COMPANY for any such quarterly period after the expiration of the Term hereof for which there are no sales of records derived from masters hereunder. All payments shall be made to the order of ARTIST and shall be sent to ARTIST at ARTIST's address first above written. COMPANY shall be entitled to maintain a single account with respect to all recordings subject to this or any other agreement between the parties hereto. COMPANY may maintain reserves, however, COMPANY agrees that regarding such reserves: (i) with respect to LPs in disc form, each base reserve as initially established shall not exceed twenty (20%) percent of records shipped during the applicable accounting period and shall, at the end of two (2) years from the date established, be reduced to five (5%) percent; (ii) with respect to LPs in tape form, each base

reserve as initially established shall not exceed twenty-five (25%) percent of tapes shipped during the applicable accounting period and shall, at the end of two (2) years from the date established, be reduced to ten (10%) percent; and (iii) with respect to Singles, each base reserve as initially established shall not exceed thirty-five (35%) percent of records shipped during the applicable accounting period and shall, at the end of two (2) years from the date established, be reduced to ten (10%) percent. COMPANY shall fully liquidate each base reserve within four (4) years from the date that such base reserve was established. At such time as a reserve is liquidated, it shall be deemed to be a sale in the period in which it was liquidated. ARTIST shall be deemed to have consented to all accountings rendered by COMPANY hereunder and said accountings shall be binding upon ARTIST and not subject to any objection by ARTIST for any reason unless specific objection, in writing, stating the basis thereof, is given to COMPANY within one (1) year after the date rendered, and after such written objection, unless suit is instituted within one (1) year after the date upon which COMPANY notifies ARTIST that it denies the validity of the objection. In the event COMPANY's distributor shall pay COMPANY on a semi-annual basis, then COMPANY shall pay ARTIST on the same basis as COMPANY is paid.

12. ARTIST shall have the right at ARTIST's sole cost and expense to appoint a Certified Public Accountant who is not then currently engaged in an outstanding audit of COMPANY to examine COMPANY's books and records as same pertain to sales of records subject hereto as to which royalties are payable hereunder, provided that any such examination shall be for a reasonable duration, shall take place at COMPANY's offices during normal business hours on reasonable prior written notice and shall not occur more than once in any calendar year.

13. (a) All notices to ARTIST may be served upon a principal or officer of ARTIST personally, by prepaid telegram, or by depositing the same, postage prepaid, in any mail box, chute, or other receptacle authorized by the United States Postal Service for mail, addressed to ARTIST at ARTIST' address first above written.

(b) All notices to COMPANY shall be in writing and shall be sent postage prepaid by registered or certified mail, return receipt requested, and addressed to COMPANY's address first above written with a simultaneous copy sent in the same manner to:

ALLEN L. JACOBI, ESQ. , ,
1313 N.E. 125th Street
North Miami, FL 33161

14. (a) All musical compositions or material recorded pursuant to this Agreement which are written or composed, in whole or in part by ARTIST or any producer of the masters

subject hereto, or which are owned or controlled, directly or indirectly, in whole or in part, by ARTIST and/or Artist or any producer of the masters subject hereto (herein called "Controlled Compositions") shall be and are hereby licensed to COMPANY for the United States at a royalty per selection equal to seventy-five (75%) percent of the minimum statutory per selection rate (without regard to playing time) effective on the earlier of (i) the date such masters are required to be delivered hereunder or (ii) the date such masters are delivered to COMPANY hereunder. The aforesaid seventy-five (75%) percent per selection rate shall hereinafter sometimes be referred to as the "Per Selection Rate." Notwithstanding the foregoing, the maximum aggregate mechanical royalty rate which COMPANY shall be required to pay in respect of any Single, Disco-single or LP hereunder, regardless of the total number of all compositions contained therein, shall not exceed two (2) times, and ten (10) times the Per Selection Rate, respectively and in respect of any EP hereunder, regardless of the total number of all compositions contained thereon, shall not exceed the per Selection Rate times the total number of masters contained therein. In this connection, it is specifically understood that in the event that any Single, Disco-Single, EP or LP contains other compositions in addition to the Controlled Compositions and the aggregate mechanical royalty rate provided in this Paragraph 14, the aggregate rate for the Controlled Compositions contained thereon shall be reduced by the aforesaid excess over said applicable rate. Additionally, COMPANY shall have the right with respect to any Single, Disco-single, EP or LP, the aggregate mechanical royalty rate for which exceeds the applicable rate provided in this Paragraph 14 to deduct such excess payable thereon from any and all monies payable to ARTIST pursuant to this or any other agreement between the parties hereto. All mechanical royalties payable hereunder shall be paid on the basis of net records sold hereunder for which royalties are payable to ARTIST pursuant to this Agreement. Notwithstanding anything to the contrary contained herein, mechanical royalties payable in respect of Controlled Compositions for sales of records for any use other than as described in subparagraphs 10(a), (e), (g) and (k) hereof shall be seventy-five (75%) percent of the otherwise applicable Per Selection Rate. Controlled Compositions which are arranged versions of any musical compositions in the public domain, when furnished by ARTIST for recording hereunder, shall be free of administration of copyright in any Controlled Composition shall be made subject to the provisions hereof and any inconsistencies between the terms of this Agreement and mechanical licenses issued to and accepted by COMPANY shall be determined by the terms of this Agreement. If any Single, Disco-Single, EP or LP contains other compositions in addition to the Controlled Compositions, ARTIST will obtain for COMPANY'S benefit mechanical licenses covering such composition on the same

terms and conditions applicable to Controlled Compositions pursuant to this Paragraph 14.

(b) In respect of all Controlled Compositions performed in Pictures, COMPANY is hereby granted an irrevocable perpetual worldwide license to record and reproduce such Compositions in such Pictures and to distribute and perform such Pictures including, but not limited to, all Videoshows thereof, and to authorize others to do so. COMPANY will not be required to make any payment in connection with those uses, and that license shall apply whether or not COMPANY receives any payment in connection with those Pictures. Simultaneously with ARTIST'S submission to COMPANY of the information required pursuant to subparagraph 21(c)(i) hereof, ARTIST shall furnish COMPANY with a written acknowledgment from the person(s) or entity(ies) controlling the copyright in each non-Controlled Compositions to be embodied on any Picture confirming the terms upon which said person(s) or entity(ies) to forthwith issue to COMPANY (and its designees) licenses containing said terms and such other terms and conditions as COMPANY (or its designees) may require. Royalties in connection with licenses for the use of non-Controlled Compositions pertaining to Pictures and Videoshows are included in the royalties set forth in subparagraph 21(d) hereof, as described in subparagraph 21(d)(ii). If the copyright in any Controlled Composition is owned or controlled by anyone else, ARTIST will cause that person, firm or corporation to grant COMPANY the same rights described in this Paragraph 14, on the same terms.

15. (a) In the event that ARTIST for any reason fails to timely fulfill any of its production and delivery commitments hereunder in accordance with all of the terms and conditions of this Agreement, then, in addition to any other rights or remedies which COMPANY may have, COMPANY shall have the right, upon written notice to ARTIST at any time prior to the expiration of the then current Period, (i) to terminate this Agreement without further obligation to ARTIST as to unrecorded or undelivered masters, (ii) to reduce the minimum number of masters required to be recorded and delivered during the then current Period to the number which have been timely recorded and delivered during such Period, or (iii) such default plus one hundred and fifty (150) days with the times for the exercise by COMPANY of its options to extend the Term and the dates of commencement of subsequent Option Periods deemed extended accordingly. It is specifically understood that COMPANY may exercise any of all of its rights pursuant to subparagraphs 15(a)(i), (ii) and (iii) hereof at any time(s) prior to the date the Term would otherwise expire. COMPANY's obligations hereunder shall be suspended for the duration of any such default. The provisions of this subparagraph shall not result in an extension of the Term for a period in excess of the period permitted by applicable law, if any, for the enforcement of personal services agreements.

(b) Intentionally Omitted.

(c) COMPANY reserves the right, at its election, to suspend the operation of this Agreement for the duration of any of the following contingencies, if by reason of any such contingency, it is materially hampered in the performance of its obligations under this Agreement or its normal business operations are delayed or become impossible or commercially impracticable: Act of God, fire, catastrophe, labor disagreement, acts of government, its agencies or officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, composers or employees affecting COMPANY or the industry in which it is engaged, delays in the delivery of materials and supplies, or any other cause beyond COMPANY's control. Any such suspension due to a labor controversy which involves only COMPANY shall be limited to a period of six (6) months.

(d) If ARTIST's voice or voices should be materially or permanently impaired, then in addition to any other rights or remedies which COMPANY may have, COMPANY shall have the right, upon written notice to ARTIST, to terminate this Agreement and shall thereby be relieved of any liability in connection with undelivered masters.

16. ARTIST expressly acknowledges that ARTIST's services hereunder are of a special, unique and intellectual character which gives them peculiar value, and that in the event of a breach or threatened breach by ARTIST of any term, condition or covenant hereof, COMPANY will be caused immediate irreparable injury. ARTIST expressly agrees that COMPANY shall be entitled to seek injunctive and other equitable relief, as permitted by law, to prevent a breach or threatened breach of this Agreement, or any portion thereof, by ARTIST which relief shall be in addition to any other rights or remedies, for damages or otherwise available to COMPANY.

17. (a) ARTIST warrants and represents that neither ARTIST is not under any disability, restriction or prohibition, whether contractual or otherwise, with respect to ARTIST's right to execute this Agreement or ARTIST's right to perform its terms and conditions. Without limiting the foregoing, ARTIST specifically warrants and represents that no prior obligations, contracts or agreements of any kind undertaken or entered into by ARTIST, will interfere in any manner with the complete performance of this Agreement by COMPANY, ARTIST or with ARTIST's right to record any and all selections hereunder. ARTIST warrants and represents that there are now in existence no prior unreleased masters embodying ARTIST's performances.

(b) ARTIST warrants and represents that no materials, or any use thereof, will violate any law or infringe upon or violate the rights of any third party.

"Materials", as used in this subparagraph 17(b) shall include: (i) all musical compositions and other material contained on masters subject hereto, (ii) each name used by ARTIST, in connection with masters recorded hereunder, and (iii) all other materials, ideas, other intellectual properties, or elements furnished or selected by ARTIST and contained in or used in connection with any masters recorded hereunder or the packaging, sale, distribution, advertising, publicizing or other exploitation thereof.

(c) ARTIST agrees to and does hereby indemnify, save and hold COMPANY harmless from any and all loss and damage (including court costs and reasonable attorneys' fees) arising out of, connected with or as a result of any inconsistency with, failure or, or breach or threatened breach by ARTIST of any warranty, representation, agreement, undertaking or covenant contained in this Agreement including, without limitation, any claim by any third party in connection with the foregoing. In addition to any other rights or remedies COMPANY may have by reason of any such inconsistency, failure, breach, threatened breach or claim, ARTIST shall reimburse COMPANY, on demand, for any payment made by COMPANY at any time after the date hereof with respect to any loss, damage or liability resulting therefrom and in addition thereto COMPANY shall have the right to deduct from any and all monies otherwise payable to ARTIST under this or any other agreement between the parties hereto a sum(s) equal to such loss, and reasonable attorneys' fees). COMPANY shall give ARTIST notice of any third party claim to which the foregoing indemnity applies and ARTIST shall have the right to participate in the defense of any such claim through counsel of ARTIST's own choice and at ARTIST's expense. Pending the determination of any such claim, COMPANY may withhold payment of all monies under this or any other agreement between the parties hereto in any amount consistent with such claim.

18. Wherever in this Agreement ARTIST's approval or consent is required, such approval or consent shall not be unreasonably withheld. COMPANY may require ARTIST to formally give or withhold such approval or consent by giving ARTIST written notice requesting same and by furnishing ARTIST with the information or material in respect of which such approval or consent is sought. ARTIST shall give COMPANY written notice of approval or disapproval within five (5) days after such notice. ARTIST shall not hinder nor delay the scheduled release of any record hereunder. In the event of disapproval or no consent, the reasons therefor shall be stated. Failure to give such notice to COMPANY as aforesaid shall be deemed to be consent or approval.

19. During the Term, ARTIST warrants and represents that ARTIST shall become and remain a member in good standing of any labor unions with which the COMPANY may at

any time have agreements lawfully requiring such union membership, including, but not limited to, the American Federation of Musicians and the American Federation of Television and Radio Artists. All masters subject hereto shall be produced in accordance with the rules and regulation of all unions having jurisdiction.

20. (a) ARTIST hereby sell, transfers and assigns to COMPANY irrevocably all right, title and interest in and to the masters embodying ARTISTS' performances the titles of which are listed on Schedule "A" annexed hereto and made a part hereof, from the inception of recordings thereof (hereinafter in this Paragraph 20 referred to as the "Masters"), including, without limitation, the COMPANY'S (or its designee's) name as employer-for-hire such copyrights and all renewals and extensions thereof, perpetually and throughout the Territory.

(b) ARTIST will facilitate the Masters to COMPANY at its offices in Miami, Florida not later than simultaneously with the execution of this Agreement, unless said masters are already in the possession of COMPANY.

(c) The Masters will be deemed to have been recorded under this Agreement during the Initial Period of the Term of this Agreement.

(d) ARTIST hereby warrants and represents:

(i) Intentionally Deleted

(ii) No records have been manufactured from the Masters by ARTIST or any other person, firm or corporation for distribution in the Territory, and neither ARTIST nor any other person, firm or corporation has or shall have the right to distribute, market and/or sell any records embodying the Masters in Territory, and none of the musical compositions performed in the Masters have been performed by ARTIST for the making of any other master recordings, other than those records already pressed.

(iii) ARTIST has not, nor has any other person, sold or assigned to any other party or otherwise disposed of any right, title or interest in or to the Masters.

(iv) (1) Each person who rendered any service in connection with, or who otherwise contributed in any way to the making of the Masters, or who granted to ARTIST any of the rights referred to in this Agreement, had the full right, power, and authority to do so, and was not bound by any agreement which would restrict such person from rendering such services or granting such rights.

(2) All recording costs and expenses with respect to the making of the Masters have been paid in full.

(3) All necessary licenses for the recording of the compositions performed in the Masters have been obtained from the copyright owners, and all monies payable under such licenses or otherwise by reason of such recording have been paid. The foregoing does not apply to any monies payable to such copyright owners in connection with the manufacture or sale of records derived from the Masters.

(4) All the Masters were made in accordance with the rules and regulations of the American Federation of Musicians ("AFM"), the American Federation of Television and Radio Artists ("AFTRA") and all other unions having jurisdiction.

(v) COMPANY shall have the sole and exclusive right to manufacture, advertise, distribute, sell and otherwise exploit and deal throughout the Territory in the Masters and records and other reproductions derived therefrom, free from any liability or obligation to make any payments therefor, except as expressly provided in this Agreement.

(vi) ARTIST will execute, acknowledge and deliver to COMPANY such further instruments and documents, and will otherwise cooperate with COMPANY as COMPANY shall request at any time, for the purpose of establishing or evidencing the rights granted to COMPANY herein, or otherwise to implement the intent of this Paragraph 20 COMPANY shall give ARTIST five day notice to sign such documentation and in the event that after said five days the documents are not signed then COMPANY may sign such documents in ARTIST'S name and make appropriate disposition of them.

(e) It is understood and agreed that all of the provisions of this Paragraph 20 are of the essence of this Agreement.

21. (a) In addition to ARTIST's recording commitments as set forth in Paragraph 3 of this Agreement, ARTIST shall comply with requests, if any, made by COMPANY in connection with the production of Pictures. In this connection, ARTIST shall appear on dates and at places requested by COMPANY for the filming, taping or other fixation of audio-visual recordings. ARTIST shall perform services with respect thereto as COMPANY deems desirable in a timely and first-class manner. ARTIST acknowledges that the production of Pictures, involves matters of judgment with respect to art and taste, which judgment shall be exercised by COMPANY and COMPANY'S decisions with respect thereto shall be final. COMPANY will endeavor to consult with ARTIST as to the Production of pictures.

(b) (i) Each Picture produced during the Term of this Agreement shall be owned by COMPANY (including the worldwide copyrights therein and thereto and all extensions and renewals thereof) to the same extent as COMPANY's rights in master recordings made under this Agreement.

(ii) COMPANY will have the unlimited right to manufacture Videoshows of the Picture to rent, sell, distribute, transfer, sublicense or otherwise deal in such Videoshows under any trademarks, tradenames and labels; to exploit the Picture by any means now or hereafter known or developed; or to refrain from any such exploitation, throughout the world.

(c) (i) COMPANY agrees to advance all costs actually incurred in the production of Pictures made by COMPANY. COMPANY shall submit to ARTIST for ARTIST's reasonable approval in writing, the following information: (i) the musical compositions and other material to be embodied thereon; (ii) the general concept therefor and (iii) the producer, director, and any other key personnel therefor. Following COMPANY's receipt of ARTIST's approval of said information, COMPANY shall commence production of the Picture. (iv) All sums paid by COMPANY in connection with each Picture shall be an advance against and recoupable by COMPANY out of all royalties becoming payable to ARTIST pursuant to this or any other agreement between the parties hereto.

(ii) Each of the following sums, if any, paid by COMPANY in connection with each Picture shall be an advance against and recoupable by COMPANY out of all royalties becoming payable to ARTIST pursuant to this or any other agreement between the parties hereto.

(A) All expenses incurred by COMPANY in connection with the preparation and production of the Picture and the conversion of the Picture to Video Masters that are made to serve as prototypes for the duplication of the Videoshows of the Picture;

(B) All of COMPANY's direct out-of-pocket costs (such as for rights, artists (including ARTIST), other personnel, facilities, materials, services, and the use of equipment) in connection with all steps in the production of the Picture and the process leading to and including the production of such Video Masters (including, but not limited to, packaging costs and the costs of making and delivering duplicate copies of such Video Masters); and

(C) If in connection therewith COMPANY furnishes any of its own facilities, materials, services or equipment for which COMPANY has a standard rate, the amount of such standard rate or if there is no standard rate, the market value for the services or thing furnished.

(iii) All sums that COMPANY in its sole discretion deems necessary or advisable to pay in connection with the production of Pictures and the exploitation of COMPANY's rights therein in order to clear rights or to make any contractual payments that are due or may become due on the part of COMPANY, to ARTIST, ARTIST or any other person, firm or corporation by virtue of the exploitation of COMPANY's rights therein, in order to avoid, satisfy or make unnecessary any claims or demands by any person, firm or corporation claiming the right to payment therefor, including, but not limited to, any payment to an actual or alleged copyright owner, patent owner, union, union-related trust fund, pension plan or other entity, and any payment for an actual or alleged re-run fee, residual, royalty, license fee or otherwise shall constitute advances against and recoupable out of all royalties becoming payable to you pursuant to this or any other agreement between the parties hereto. No payment pursuant to this subparagraph 21(c)(iii) shall constitute a waiver of any of ARTIST's express or implied warranties and representations.

(d) (i) Conditioned upon ARTIST full and faithful performance of all of the terms and conditions of this Agreement, COMPANY shall pay ARTIST royalties equal to fifty (50%) percent of COMPANY's Video Net Receipts with respect to COMPANY's exploitation of Pictures subject to this Agreement. Monies earned and received by COMPANY from any licensee (rather than monies earned and received by the licensee) in respect of exploitation of Pictures shall be included in the computation of Video Net Receipts.

(ii) The royalties provided in subparagraph 21(d)(i) include any royalty obligations COMPANY may have to any other person, firm or corporation who supplied services or rights used in connection with Pictures, including, without limitation, producers, directors, extras, and music publishers, and any such royalties shall be deducted from the royalties otherwise payable to ARTIST.

(iii) With respect to audiovisual material embodying Pictures made hereunder together with other audiovisual material, royalties payable to ARTIST shall be computed by multiplying the royalties otherwise applicable by a fraction, the numerator of which is the amount of playing time in such audiovisual material of Pictures made hereunder and the denominator of which is the total playing time of such audiovisual material.

(iv) As to Pictures embodying performances of ARTIST together with the performances of another artist or artists, the royalties otherwise payable hereunder shall be prorated by multiplying such royalties by a fraction, the numerator of which is one and the denominator of which is the total number of artists whose performances are embodied on such Pictures.

(e) COMPANY shall have the right to use and allow others to use each Picture for advertising and promotional purposes with no payment to ARTIST. As used herein, "advertising and promotional purposes" shall mean all uses for which COMPANY received no monetary consideration from licensees in excess of a reasonable amount as legal fees, administrative costs or similar type payments and as reimbursement for transaction costs incurred by COMPANY in connection with such uses, such as tape, duplication costs, shipping, handling and insurance costs.

(f) (i) During the Term of this Agreement, no person, firm or corporation other than COMPANY will be authorized to make, sell, broadcast or otherwise exploit audio-visual materials unless: (A) ARTIST first notifies COMPANY of all of the material terms and conditions of the proposed agreement pursuant to which the audio-visual materials is to be made, sold, broadcast or otherwise exploited, including, but not limited to, the titles of the compositions covered by the proposed agreement, the format to be used, the manner of exploitation proposed and the identities of all proposed parties to the agreement, and (B) ARTIST offers to enter into an agreement with COMPANY containing the same terms and conditions described in such notice and otherwise in the same form as this Agreement, but with payments to ARTIST that are ninety (90%) percent of the payments to ARTIST in such proposed agreement. If COMPANY does not accept ARTIST's offer within forty-five (45) days after COMPANY's receipt of same, ARTIST may then enter into that proposed agreement with the same parties mentioned in such notice, subject to subparagraph 21(f)(ii) hereof and provided that such agreement is consummated with those parties within thirty (30) days after the end of that sixty (60) day period upon the same financial terms and conditions set forth in ARTIST's notice and offer to COMPANY. If that agreement is not consummated within the latter thirty (30) day period, no party except COMPANY will be authorized to make, sell, broadcast or otherwise exploit such audio-visual materials unless ARTIST first offers to enter into an agreement with COMPANY as provided in the first sentence of this subparagraph 21(f). COMPANY will not be required, as a condition of accepting any offer made to COMPANY pursuant to this subparagraph 21(f), to agree to any terms or conditions which cannot be fulfilled by COMPANY as readily as by any other party (for example, but without limitation, the employment of a particular producer or director).

(ii) If COMPANY does not accept an offer made to it pursuant to this subparagraph 21(f), such non-acceptance shall not be considered a waiver of any of COMPANY's rights pursuant to this Agreement. Such rights include, without limitation, the right to prevent authorizing any use of masters owned by or exclusively licensed to COMPANY unless COMPANY so agrees. ARTIST shall not act in contravention of such rights.

(g) In all other respects (e.g., the times for accountings to be rendered, and warranties and representations made by ARTIST) Pictures and Video Masters shall be governed by the same terms and conditions as are applicable to masters subject to this Agreement.

22. Intentionally deleted.

23. COMPANY shall prepare the artwork for the album covers used in connection with the releases hereunder in the United States, during the Term of this Agreement, of each newly-recorded LP required to be recorded and delivered hereunder (hereinafter, the "Artwork"), upon prior written notice to COMPANY and only upon all of the following conditions:

(a) Before preparation and the incurring of any expenses in connection with the album artwork, ARTIST may discuss completely with a representative of COMPANY's art department, the proposed artwork to be produced by COMPANY, all of which shall be subject to the decision of COMPANY's art department. COMPANY will endeavor to consult with ARTIST as to the album artwork.

(b) (i) COMPANY will deliver all such Artwork prepared by COMPANY to ARTIST for ARTIST's reasonable approval, prior to the printing of said album cover.

24. All sums paid by COMPANY in connection with independent promotion, shall be an advance against and recoupable by COMPANY out of all royalties becoming payable to ARTIST pursuant to this or any other agreement between the parties.

25. For the purposes of this Agreement, the following definitions shall apply:

(a) "Master" - The equivalent of a seven (7") inch 45 rpm single-sided recording of not less than 3-1/2 minutes of playing time intended for use in the manufacture and sale of records.

(b) "Single" - A seven (7") inch 45 rpm double-sided record embodying thereon two (2) masters. A "Disco-single" is a twelve (12") inch double-sided record embodying thereon not more than four (4) masters.

(c) "EP" - A double-sided record embodying thereon either five (5) masters or six (6) masters.

(d) "LP" - A twelve (12") inch 33-1/3 rpm double-sided long-playing record of not less than 35 minutes of playing time. Multiple sets which consist of more than one

(l) LP intended to be released, packaged and sold together for a single overall price, shall be deemed to be the equivalent of one (1) LP for the purposes of this Agreement, but shall not be recorded or delivered hereunder without COMPANY's prior written consent.

(e) "Records", "phonograph records", "recordings" and "sound recording" - All forms of recording and reproduction by which sound may be recorded now known or which may hereafter become known, manufactured or sold primarily for home use, juke box use, or use on or in means of transportation, including, without limiting the foregoing, magnetic recording tape, film, electronic video recordings and any other medium or device for the production of artistic performances manufactured or sold primarily for home use, juke box use or use on or in means of transportation, whether embodying (i) sound alone or (ii) sound synchronized with visual images, e.g. "sight and sound" devices.

(f) "Delivery", "deliver" or "delivered" - The actual receipt by COMPANY of completed, fully mixed, leadered and edited masters comprising each LP, commercially satisfactory to COMPANY and ready for COMPANY's manufacture of records, together with all materials, consents, approvals, licenses and permissions.

(g) "Recording Costs" - Wages, fees, advances and payments of any nature to or in respect of all musicians, vocalists, conductors, arrangers, orchestrators, engineers, producers, copyists, etc.; payments to a trustee or fund based on wages to the extent required by any agreement between COMPANY and any labor organization or trustee; all studio, tape, editing, mixing, re-mixing, mastering and engineering costs; all costs of travel, per diems, rehearsal halls, non-studio facilities and equipment, dubdown, rental and transportation of instruments; all costs occasioned by the cancellation of any scheduled recording session; and all other costs and expenses incurred in producing the master recordings hereunder which are then customarily recognized as recording costs in the recording industry.

(h) "mid-priced LP" - an LP which bears a suggested retail list price in the applicable country of the Territory of at least sixty-seven (67%) percent but not more than eighty (80%) percent of the suggested retail list price of the majority of COMPANY's or COMPANY's licensee's as applicable, then-current newly-released LPs.

(i) "budget LP" - an LP which bears a suggested retail list price in the applicable country of the Territory or less than sixty-seven (67%) percent of the suggested retail list price of the majority of COMPANY's or COMPANY's licensee's, as applicable, then-current newly-released LPs.

(j) "Pictures" - motion pictures and other audiovisual works that have a soundtrack substantially featuring performances of ARTIST.

(k) "Videoshows" - Videocassetts, Videodiscs or any other devces, now or hereafter known or developed, that enable the Picture to be perceived visually, with or without sound, when used in combination with or as part of a piece of electronic, mechanical or other apparatus.

(l) "Videodisc" - a disc-type Videoshow that enable the Picture to be perceived visually, with or without sound, through a television-type playback system or device.

(m) "Videocassette" - A Videoshow other than Videodisc (e.g., a Videoshow in the form of pre-recorded tape).

(n) "Video Masters" - master Videoshows.

(o) "Video Net Receipts" - monies earned and received by COMPANY from exploitation of Pictures less a twenty (20%) percent gross distribution fee, and less any out-of-pocket expenses, copyright, union and other third party payments, taxes and adjustments borne by COMPANY in connection with such exploitation and collection and receipt by COMPANY of such monies.

(p) "any other agreement between the parties hereto" - any agreements between COMPANY on the one part, and ARTIST (or any other entity furnishing ARTIST's recordings or services) or ARTIST, on the other part, pertaining to ARTIST's recording services or recordings.

26. COMPANY may assign its rights under this agreement in whole or in part to any subsidiary, affiliated or controlling corporation, to any person owning or acquiring a substantial portion of the stock or assets of COMPANY, or to any partnership or other venture in which COMPANY may participates. COMPANY may also assign its rights to any of its licensees if advisable in COMPANY's sole discretion to implement the license granted. ARTIST may assign its rights under this agreement to a corporation a majority of whose capital stock is owned and controlled by ARTIST. No such assignment shall affect COMPANY's rights hereunder nor relieve ARTIST of any obligations under this agreement.

27. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement shall be binding upon COMPANY unless confirmed by a written instrument signed by an officer of COMPANY. A waiver by COMPANY of any term or condition of this Agreement in any instance shall not be deemed or

construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All of COMPANY's rights, options and remedies in this Agreement shall be cumulative and none of them shall be in limitation of any remedy, option or right available to COMPANY. Should any provision of this Agreement be adjudicated by a court of competent jurisdiction as void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. It is agreed that all accountings and payments required herein, and all grants made herein, shall survive and continue beyond the expiration or earlier termination of this Agreement. No breach of this Agreement by COMPANY shall be deemed material unless within thirty (30) days after ARTIST learns of such breach, ARTIST serves written notice thereof on COMPANY specifying the nature thereof and COMPANY fails to cure such breach, if any, within sixty (60) days (except thirty (30) days if such alleged breach is the payment of monies hereunder) after receipt of such notice.

28. This Agreement shall be deemed to have been made in the State of Florida and its validity, construction, performance and breach shall be governed by the laws of the State of Florida applicable to agreements made and to be wholly performed therein. ARTIST agrees to submit itself to the jurisdiction of the Federal or State courts located in Miami in any action which may rise out of this agreement and said courts shall have exclusive jurisdiction over all disputes between COMPANY and ARTIST pertaining to this Agreement and all matters related thereto. In this regard, any process in any action or proceeding commenced in the courts of the State of Florida arising out of any claim, dispute or disagreement under this Agreement may, among other methods, be served upon ARTIST by delivering or mailing the same, via registered or certified mail, addressed to ARTIST at the address provided herein for notices to ARTIST; any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of Florida. Nothing contained herein shall constitute a waiver of any other remedies available to COMPANY. Nothing contained in this Paragraph 28 shall preclude COMPANY from joining ARTIST in an action brought by a third party against COMPANY in any jurisdiction, although COMPANY's failure to join ARTIST in any such action in one instance shall not constitute a waiver of any COMPANY's rights with respect thereto, or with respect to any subsequent action brought by a third party against COMPANY.

29. ARTIST hereby grants to COMPANY and its licenses the exclusive right, throughout the world, to use and authorize the use of ARTIST's name, portraits, pictures, likeness, and biographical material, either alone or in conjunction with other elements, in connection with the sale,

lease, licensing or other disposition of merchandising rights. For the rights granted by ARTIST to COMPANY in this paragraph, COMPANY shall pay ARTIST a royalty of twenty (20%) percent of COMPANY's net royalty receipts derived from the exploitation of such rights, after deducting all costs and third party payments relating thereto; and such royalty shall be accounted to ARTIST in the manner otherwise provided herein. Relative to any and all activities conducted and contemplated by this paragraph, COMPANY agrees to regularly and reasonably inform ARTIST, in writing, of progress and current status of all such activities. COMPANY agrees to submit to ARTIST, within thirty (30) days of execution, copies of all contracts entered into by COMPANY relative to those activities provided for in this paragraph.

30. This Agreement shall not become effective until executed by all parties.

31. Grant of Rights

(a) Assignment of Copyrights. Artist hereby sells, transfers, and assigns to COMPANY, its successors and assigns, and undivided one-hundred (100%) percent of the publishing interest in the Compositions, including without limitation, the copyrights therein and any and all renewals and/or extensions thereof throughout the world (the "Territory"), and all claims and causes of actions related to the Compositions accruing at any time and all other rights of whatsoever nature in the Composition, including without limitation, the titles, words and music of the Compositions and each every arrangement, adaptation and version thereof. COMPANY will pay to ARTIST twenty-five (25%) percent of the publishers share to ARTIST contemporaneously with record royalties. ARTIST will execute and deliver to COMPANY such instruments of transfer and other documents regarding the rights of COMPANY in the Compositions subject to this agreement as COMPANY may reasonably request to carry out the purposes of this agreement, (including, without limitation, the Exhibits annexed hereto), and COMPANY may sign such documents in your name or the name of any Controlled Songwriter and make appropriate disposition of them.

31.2 Administration. COMPANY and its Licensees will have the sole, exclusive and perpetual right, throughout the Territory, to:

(a) License and cause others to license the exploitation of the Compositions, including, without limitation, the right to license broadcast and other public performances and the right to license the manufacture, distribution and sale of Phonograph Records embodying any one or more Compositions.

(b) Administer and grant rights in the Compositions and the copyrights therein.

(c) Print, publish and sell printed editions of the Compositions.

(d) Collect all monies payable during the term and Retention Period, with respect to the Compositions, in addition to all monies due prior to the date hereof, and all performance royalties payable to you with respect to the Compositions by the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), or any other applicable performing rights society (hereinafter collectively the "Societies"), but excluding any songwriter share of public performance income. If a Society in any territory does not license any particular public performance use of a Composition, it is understood COMPANY may license that use directly and all income received by COMPANY in connection with such licenses shall be deemed Gross Income and subject to accounting hereunder.

(e) Make arrangements, or otherwise adapt or change any one or more Compositions in any manner.

(f) Otherwise administer the Compositions and the copyrights therein and to act as the publisher thereof and exercise all of such rights as fully as if the copyrights were registered in COMPANY's name alone and COMPANY alone were the sole and exclusive owner thereof and of the Compositions.

31.3 Power of Attorney ARTIST hereby irrevocably authorize, empower and appoints COMPANY, ARTISTS true and lawful attorney, for the term of the copyrights in the respective Compositions and any renewals or extensions thereof, to secure any renewal periods for COMPANY's benefit, to initiate and compromise any claim or action with respect to the Compositions including any claim or action against infringers of COMPANY or ARTISTS rights in the Compositions, and to execute in ARTISTS name, and the name of any Controlled Songwriter, any and all documents and/or instruments necessary or desirable to accomplish the foregoing and/or to evidence COMPANY's ownership of the copyrights during such periods and/or to effectuate COMPANY's rights hereunder. The power granted herein is coupled with an interest and irrevocable. COMPANY will cause the copyrights in the Compositions to be registered or re-registered jointly in the name of COMPANY and ARTIST and such additional parties as appropriate.

31.4 Name and Likenesses. COMPANY and any Licensee of COMPANY each shall have the right and may grant to others the right to reproduce, print, publish, or disseminate in any medium your name, the names, portraits, pictures and likenesses in the exploitation of musical compositions and the marketing of other merchandise of any kind. During the term of this agreement neither you nor any Controlled Songwriter shall authorize any Party other than

COMPANY to use the name or likeness of Controlled Songwriter (or any professional, group, or other assumed or fictitious name used by Controlled Songwriters) in connection with the exploitation of musical compositions.

32. Liquidation of Existing Reserves - COMPANY agrees to liquidate and pay to ARTIST fifty (50%) percent of the reserves now being held by COMPANY, on all 2 Live Crew Lp's to date. This shall not include any reserves being held on the "Luke Album - Banned in the USA".

33. Record Label Distribution-Wongwon & Ross - It is hereby agreed that COMPANY agrees to provide the distribution of phonograph records on artists selected and signed by ARTISTS, Wongwon and Ross. ARTISTS, Wongwon and Ross shall be permitted to release up to three (3) artists (singles with an option for an Lp) per year, for which COMPANY will provide studio time, distribution, and normal in-house promotion. COMPANY shall pay to ARTIST a gross royalty of twelve (12%) percent out of which they will pay the artists for who they sign and produce. The label shall have a name selected by ARTIST which ARTIST will notify COMPANY of prior to the delivery of the first artists lp (or single). COMPANY shall have first option on any of the artists selected and produced by ARTIST. A full and formal agreement pertaining to this record distribution agreement in accordance with the points contained herein shall be provided by COMPANY at the request of ARTIST.

34. Record Label Distribution-Hobbs - It is hereby agreed that COMPANY agrees to provide the distribution of phonograph records on artists selected and signed by ARTISTS, Hobbs. ARTISTS, Hobbs shall be permitted to release up to three (3) artists (singles with an option for an Lp) per year, for which COMPANY will provide studio time, distribution, and normal in-house promotion. COMPANY shall pay to ARTIST a gross royalty of twelve (12%) percent out of which they will pay the artists for who they sign and produce. The label shall have a name selected by ARTIST which ARTIST will notify COMPANY of prior to the delivery of the first artists lp (or single). COMPANY shall have first option on any of the artists selected and produced by ARTIST. A full and formal agreement pertaining to this record distribution agreement in accordance with the points contained herein shall be provided by COMPANY at the request of ARTIST.

YOU UNDERSTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENT PURSUANT TO WHICH YOU GRANT TO COMPANY CERTAIN EXCLUSIVE SERVICES FOR ALL OF THE WORLD FOR A PERIOD IN EXCESS OF THREE (3) YEARS. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE BEEN ADVISED OF YOUR RIGHT TO RETAIN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT AND THAT YOU HAVE EITHER RETAINED AND HAVE

BEEN REPRESENTED BY SUCH LEGAL COUNSEL OR HAVE KNOWINGLY AND VOLUNTARILY WAIVED YOUR RIGHT TO SUCH LEGAL COUNSEL AND DESIRE TO ENTER INTO THIS AGREEMENT WITHOUT THE BENEFIT OF LEGAL REPRESENTATION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LUKE RECORDS

Demiel Dempsey BY: [Signature]
LUTHER CAMPBELL

CHRIS WONG WON (Artist)

MARK ROSS (Artist)

DAVID HOBBS (Artist)

LUTHER CAMPBELL (Artist)

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EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
CHAPTER 11

IN RE:

LUKE RECORDS, INC.:

Debtor,

LUTHER CAMPBELL,

Debtor.

CASE NO. 95-11447-BKC-RAM

CASE NO. 95-12795-BKC-RAM

JOINT PLAN OF REORGANIZATION

EXHIBIT A

LETTER-OF-INTENT

**Letter of Intent re: Joint Plan of
Re-Organization (the "Plan") of the Luke Records and
Luther Campbell Bankruptcy Estates as proposed by
the Official
Unsecured Creditors Committee of Luke Records
and Luther Campbell**

The undersigned parties agree to the terms of a plan of reorganization for the Bankruptcy Estates of Luther Campbell and Luke Records, Inc. under the following terms and conditions:

I. Conveyance of Assets to Joseph Weinberger/Lil' Joe Records, Inc. ("Weinberger")

A. Luke Records, Inc., debtor and debtor in possession, Luther Campbell, debtor and debtor in possession, Pac Jam Publishing, Luke Mortgage, Inc., 2 L.C., Inc., Luke Records Fan Club, Inc., and Rockville Productions, Inc. will convey the following assets to Weinberger, conveyed and delivered to Weinberger, or his nominee or nominees, free and clear of any and all liens, claims, encumbrances, charges, setoffs or recoupments of any kind, except as noted hereinbelow, subject to an order of confirmation of the Bankruptcy Court entered pursuant to 11 U.S.C. § 1129 after notice and a hearing within the meaning of the Bankruptcy Code not later than April 1, 1996; or such later date that the parties agree.

1. All worldwide rights to the masters, two inch and one-quarter inch reels, all DATs, production masters, video masters (one inch, three-quarter inch and betacam), film, artwork, color separations, matchprints, pictures, signs, etc. owned or controlled by Luther Campbell or Luke Records including all masters of H-Town (XR126 and XR212) (except as provided in paragraph V.C.1), but not including (a) (subject to paragraph 13 pertaining to Lorenzo and Verb and section P below); (b) (subject to Paragraph 13 and Section P below) the following "Luther Campbell" masters: I Got Shit on My Mind, I Got Sumthin on my Mind, Luke in the Nude (nasty and clean versions) and Freak For Life, Cat. Nos. XR118; XR119; XR200; XR201; and XR6996; (c) all recordings of the artists Trellini and Society as well as any singles released from the foregoing albums and subject to paragraph 13 and Section P below. All Masters to be transferred to Weinberger under this Agreement including those pursuant to Paragraph I.A.13 and I.P. hereof, if applicable, are hereinafter referred to as the "Masters" and all other Masters are collectively referred to as the "Excluded Masters"). Luther Campbell and/or Pac Jam Publishing shall receive no royalties, whether as artist, producer, writer, publisher, or in any other capacity, on any of the masters or compositions being sold.

2. All worldwide copyrights and/or publishing interests held by Luther Campbell, Luke Records, Inc., or Pac Jam Publishing, except as related to the compositions embodied on the Excluded Masters.

3. The Publishers share of BMI performance monies related to the masters in paragraph I.A. above, except related to the Compositions contained on the Excluded Masters.

4. All inventory wherever located, except for the inventory of the Excluded Masters.
5. Assignment of all merchandising rights and merchandise, except that which is related to the recording artists on the Excluded Masters and all account balances of Luke Records Fan Club, Inc.
6. Assignment of judgments belonging to Luke Records, Inc. against Patsy Billingsly, Jim Sears, and Tony Butler.
7. Assignment of Mortgages and account balances and notes and/or proceeds held by Luke Mortgage or its attorneys for the following: Urban Constructors, Inc. (\$38,000.00 net of \$4,000.00 attorney's fees); Hopkins (\$84,490.60) balance as of 11/10/94; Humphrey (\$105,532.57) balance as of 11/29/94), including all original notes, mortgage files and copies of bank records related to the above, with a warranty that there have been no discounts given or payments received except in ordinary course. In the event any mortgage has been foreclosed on, the proceeds shall be escrowed until closing. Hopkins shall have the right to pay off his mortgage for the sum of \$70,000.00 provided a binding commitment from an institutional lender is provided upon confirmation of the Plan and such payoff occurs no later than April 15, 1996. Otherwise a 6 month moratorium against foreclosure shall be given, provided all then applicable monthly payments are made, in accordance with the terms of the Note, and there are no other defaults under such mortgage.
8. Assignment of all receivables and future payments from all contracts receivables on Masters and compositions being sold, except as set forth on Exhibit "A" which are retained for Luke Records and related to the Excluded Masters, and except for masters being retained in paragraph V.B and except for receivables, if any, owing from RED, as to which the net receivable (balance on owners' activity report, less reserves) is to be divided by 50% up to a maximum of \$200,000.00 to Weinberger and the remaining amount shall be distributed to the bankruptcy estate of Luke Records, Inc.
9. Whatever rights to the 2 Live Crew name, servicemark and trademark are held by either Luther Campbell, debtor and debtor in Possession, Luke Records, Inc., debtor and debtor in possession, 2 LC, Inc. or any other affiliated Companies. Separate consideration shall be given for such conveyances and sale in the amount of \$100.00 to each party; provided, however, that nothing contained herein shall affect the right of the Luke Records Liquidating Trustee to object to the Chris Wong Won claim or to assert defenses and counterclaims with respect to the claims asserted against the Luke Records estate by Wong Won.

10. Irrevocable license worldwide in perpetuity to use the likeness of Luther Campbell, his name and the Luke Records name and Luke Records logos only in connection with all previously released masters, the masters being sold herein, and all product already manufactured, including but not limited to, compilations, refurbished product and so called greatest hits albums, comprised solely of the Masters sold hereunder but not with regard to releasing product recorded after June 12, 1995, i.e. must use all photographs or artwork in being without alteration to the likeness of Luther Campbell. The album covers on the previously issued album "Banned in the U.S.A." shall be changed to a group picture and all references to "The Luke LP Featuring 2 Live Crew" shall be deleted. Also, the compositions "F--- Martinez" and "Arrest in Effect" shall be deleted from all future manufacturing. Nothing in this paragraph shall prohibit the sale of existing inventory or the resale of returned inventory.

11. Luke Records, debtor and debtor in possession, shall assume and assign to Weinberger, in Weinberger's sole discretion, and at Weinberger's sole expense all existing artist and producer contracts to which Luke Records or its affiliates and subsidiaries is a party with Poison Clan, Bust Down, U-Mynd, Professor Griff, Home Team, Jiggie Gee, Likkle Wicked, Junior Demus, and Indo G & Lil' Blunt, except for the contracts to the Excluded Masters, H Town, and Verb & Lorenzo as provided in Paragraph A.13. Luke Records shall reject any contract to which it is a party with Chris Wong Won.

12. Assignment at the expense of Weinberger of all pending trademark and/or copyright applications regarding the Masters and/or groups being sold, including, without limitation, any with respect to the name "2 Live Crew", excluding those regarding the Excluded Masters and the Artists and compositions appearing thereon.

13. If Luther Campbell elects prior to March 3, 1996 and subject to RED's approval to be delivered on or before March 10, 1996, and any conditions attached by them, he may retain the rights to the masters, publishing and merchandising of the Luther Campbell Masters specifically described in paragraph I.A.1., Lorenzo (XR214), and Verb as an individual artist (no catalog number assigned), as well as future contractual rights of said artists. A condition precedent to such election shall be the agreement by a "major" record distributor (as that Term is understood in the Recording Industry) to assume all return liability emanating from these masters for which RED may otherwise be liable, to agree to reimburse RED in an amount equal to monies paid or credited by RED to customers in connection with returns such records accepted by RED in its sole discretion notwithstanding such distributor's assumption of return liability, and to agree to send a jointly with RED at such distributors' expense, and in a form acceptable to RED, informing retail distributors, wholesalers, one-stops and the like that all future returns of records emanating from these masters are to be sent to such new distributor.

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In such event, Weinberger shall receive in return for the Masters, Publishing Rights existing inventory wherever located and publisher's share of BMI performance monies and Merchandising Rights to Lorenzo and Verb at Luther Campbell's option:

a. payment of \$200,000.00 from Luther Campbell (deemed \$180,000 for Lorenzo and \$20,000 for Verb), or

b. Transfer of stock and assets of Luke Development, Inc., the Miami Lakes Lot and Palm Beach lot owned by Luther Campbell free and clear of any claims, liens and encumbrances. If Luther Campbell fails to elect to purchase Lorenzo and Verb, he shall nevertheless receive all the rights to Society and Trellini without further payment subject to paragraph 14 below.

14. Furthermore, if he makes such election to purchase Lorenzo and Verb as provided in Paragraph 13, which is approved by RED, Luther Campbell shall arrange for a third party record company in the business of distribution of records to accept the returns of prior sales of such product including returns of records shipped by RED, which distributor must be acceptable to RED, and such distributor must assume all liability with respect to the return of records, CD's, tapes and videos from retail distributors, wholesalers, one stops and the like corresponding to the Excluded Masters in such form suitable to RED.

15. For the avoidance of doubt, except as specified herein to the contrary, this paragraph grants to Weinberger no rights to future recording services or songs written by Artists appearing on the Excluded Masters.

16. Whenever RED's approval is required hereunder, RED shall not act unreasonably to withhold such consent. With respect to paragraphs 13 and 14, RED will not withhold its consent regarding Luther Campbell's election to retain rights to Excluded Masters and with respect to Paragraph V.C., RED will not withhold its consent regarding the sale of the H-Town Hard Assets, provided in either case that Luther Campbell/the Liquidating Trustee enters into an agreement with a "major" distributor that possesses the ability to perform as contemplated hereunder or Alliance Distribution, Inc. Such performance shall include, but not be limited to, preparing and distributing to customers a change of distributor notice in a form acceptable to RED which will state that such distributor shall accept returns of all records embodying the Excluded Masters, as well as a guaranty (also in a form acceptable to RED) pursuant to which such "major" distributor or Alliance shall agree to reimburse RED in an amount equal to the amount paid or credited by RED to customers in connection with return of

records embodying Masters and/or Excluded Masters notwithstanding the distribution of the change of distributor notice.

17. Weinberger agrees that any compositions on the 2 Live Crew Masters that represent solo performances by Luther Campbell shall not be included in any future "Greatest Hits" compilations (other than existing "Greatest Hits" compilations) which are released by Weinberger or Lil' Joe.

B. Weinberger shall assume all of RED's liability for returned Records, CDs, tapes and orders processed on or after the Closing hereunder with respect to Masters being purchased by him for which RED would otherwise have liability. RED shall retain its right to recoup such liability from funds to otherwise come due to Weinberger under the amended distribution agreement. RED and Weinberger agree to negotiate in good faith to modify the Distribution Agreement. Modification of the Distribution Agreement in form satisfactory to both shall be a condition precedent to the obligation of RED and Weinberger to perform hereunder, which shall be completed on or before February 22, 1996 or such later date agreed by Weinberger and Red.

C. Any new distribution agreement will contain terms no less favorable to Weinberger or RED than the terms of the existing distribution agreement between RED and Luke Records, Inc., except that any future receivables reserve shall be increased to 20%, Weinberger shall personally guarantee the obligations thereunder, the security interest shall transfer to the masters being sold, and customary inducement letters shall be executed by all artists signed by Weinberger.

D. The parties hereto shall execute all documents and take such actions as shall be necessary to perfect the transfers and assignments hereunder, including making all necessary filings with the U.S. Office of Copyright and the U.S. Patent and Trademark Office, and execute notice of assignments to all third parties, including, but not limited to, K-Tel, Priority Records, Tommy Boy Records, Landmark Distributors, Inc., Music Distributors, Inc., and Independent National Distributors, Inc. Additionally, each of the parties herein shall deliver all business records and documents in its possession representing or evidencing the assets being acquired hereunder, including copies of all sales reports, sales and credit invoices and/or memoranda, ledger statements, sample and other license agreements, mechanical license agreements and other underlying documentation, artists contracts, producer contracts and accompanying royalty statements and back-up documentation. No representation is made to the accuracy of such documents.

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E. The obligation of each of the parties to this letter to consummate the transactions described herein shall be subject to (i) each corporation other than Luke Records being in good standing in the jurisdiction of incorporation, as evidenced by a certificate of good standing dated the date of closing, (ii) delivery of corporate resolutions authorizing the consummation of the transactions (except from RED and Luke) contemplated hereby and the execution of all appropriate documentation, and (iii) bankruptcy court confirmation of the Plan. The parties hereto agree to negotiate in good faith to arrive at such documentation.

F. All inventory of the records described in Paragraph A.1. and Masters being sold hereunder on the confirmation date located at Luke Records, Inc.'s headquarters at 8400 N.E. 2nd Avenue, Miami, Florida shall, except to the extent sold at an arms' length basis, be substantially identical to that set forth on the current inventory schedules. For purposes of this paragraph, "substantially identical" shall mean a difference of less than or equal to ten (10%) percent of the records set forth in Luke Records' initial bankruptcy schedules using the valuation methodology used in such bankruptcy schedules. In the event the inventory transferred is not substantially identical, any claims arising out of such difference shall belong to the liquidating trustee. Debtors shall document to Weinberger and to the Luke Records liquidating trustee, any differences between the current Inventory Schedule and the Inventory identified in the Bankruptcy Schedules.

G. The Debtors at Weinberger's expense, if any, shall direct all manufacturers, vendors and other relevant parties to transfer all Masters, artwork, and the other items acquired hereunder to Weinberger. If a court order shall be necessary to effectuate such a transfer, the Debtors shall use best efforts to obtain such order.

H. Rockville Productions, Inc. shall have no claims against any of the artists being sold and hereby releases, and shall execute any written releases of, the artists or any management rights to such artists.

I. All parties shall have a continuing obligation to cooperate in any pending litigation and execute all appropriate documents. In the event of non-cooperation as set forth in an order compelling cooperation, the non-prevailing party shall reimburse the prevailing party for all attorneys fees, costs and expenses incurred in all court proceedings, including the Bankruptcy Court.

J. The Debtors shall return to Weinberger the Bally Briefcase and the Hewlett Packard III Printer, belonging to Weinberger.

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K. Luther Campbell shall not re-record any Compositions recorded by him or as a member of The 2 Live Crew contained on the Albums purchased by Weinberger for a period of 2 years from confirmation of the Plan.

L. The Debtors shall execute the release and settlement agreements in the *Acuff Rose V. Campbell* litigation matters and seek to obtain Bankruptcy Court approval of same, and shall assign to Weinberger any licenses granted thereby.

M. Luther Campbell, Pac Jam Publishing, and Luke Records shall grant on a quitclaim basis, a worldwide, royalty-free master and mechanical license to Lil' Joe Records, Inc. and its publishing company of that portion of the Luther Campbell composition "I Wanna Rock to the extent written and/or controlled by Luther Campbell, PAC Jam or Luke Records and solely as contained on the album Bass Records Greatest Hits for said Album and no other. No warranties or representations are made as to any samples.

N. Peter Jones, PAC Jam Publishing and Luke Records shall cause Peter Jones to grant to Weinberger, on a most favored nation basis, the worldwide master and mechanical license for the composition "Shake It" contained on the album Bass Records Greatest Hits.

O. Within 3 days of posting the deposit provided in Paragraph X below, the Debtors shall, at Weinberger's expense, remove all original documents, and inventory artwork, DATS, and masters to a location selected by Weinberger and Frank Terzo for inspection by Weinberger, to be held in custody by Frank Terzo until the closing hereunder.

P. If any of the Excluded Masters are not assigned to Luther Campbell as set forth in paragraph A.13 above or sold by the Luke Records liquidating trustee pursuant to paragraph V.C. below, then Excluded Master(s) shall be deemed a Master and shall remain the property of Weinberger hereunder, and Weinberger shall assume all return liability associated therewith.

Q. Weinberger shall accept returns of any and all records returned to RED in any configuration, including without limitation, vinyl discs, analog cassette tapes and compact discs (collectively, "records") embodying the master recordings acquired by Weinberger herein.

R. Subject to paragraph II.A.(i) and II.C.3., Weinberger shall reimburse RED in an amount equal to any monies paid or credited by RED to retailers, wholesalers and the like in connection with the return of records referred to in Section Q to the extent RED has not offset or recouped such amounts from reserves maintained pursuant to the agreement between Luke Records and RED, dated August 26, 1994, as amended (the "RED Agreement").

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S. Luke Records and Luther Campbell, individually and as debtors and debtors in possession waive and relinquish all claims that they have against Weinberger including preference and other avoidance actions under the Bankruptcy Code and agree to execute general releases regarding same.

T. Weinberger and his corporate affiliates (including all companies owned by him) shall receive a General Release from all parties, except from RED with respect to returns liability as set forth herein and except for obligations in the distribution agreement as amended and give to all parties general releases at closing. All pending lawsuits against Weinberger shall be dismissed with prejudice. Releases given to Weinberger and his corporate affiliates shall include, without limitation, any and all claims which the Debtors, Debtors-in-Possession, Creditors Committee and/or any successor Trustee may hold or could assert (e.g., preference and/or other avoidance actions under the Bankruptcy Code). Said releases shall be approved in the order confirming the plan.

U. Weinberger agrees to waive all claims against Luke Records, Inc. and Luther Campbell including but not limited to those claims previously filed in the Bankruptcy case and shall issue a general release upon confirmation.

V. As consideration for the foregoing, Weinberger shall pay:

1. To Luke Records Bankruptcy Estate the sum of \$450,000.00, which shall be paid as follows:

- a. \$350,000.00 in cash upon an order confirming the Plan; and
- b. \$100,000.00 on or before the first anniversary thereof, which amount shall be paid without interest and personally guaranteed by Joe Weinberger as set forth in a promissory note which will provide for default interest at 12% and attorneys fees.

2. In addition, Weinberger agrees to pay upon an order confirming the Plan the sum of \$350,000.00 in cash to the Luther Campbell Bankruptcy Estate.

W. On the later of ten (10) days following execution of this document, or upon approval of Weinberger by RED, Weinberger agrees to deposit with the trust account of Coll, Davidson, Carter, et al. the sum of \$80,000.00 in an interest bearing trust account towards the purchase price set forth in Paragraph V above.

X. If Weinberger is unable to obtain financing, he shall give written notice to the Luke Records Liquidating Trustee to be received on or before February 12, 1996. If Weinberger fails to timely give such notice, his obligations under this agreement shall become absolute to the extent provided for herein. Weinberger shall use his reasonable best efforts to obtain such financing.

Y. Luther Campbell, debtor and debtor in possession, and Pac Jam Publishing shall exchange mutual General Releases.

II. RED/Luke

A. Luke Records shall assume the distribution agreement between RED and Luke, dated August 26, 1994, as amended (the "RED Agreement") pursuant to Section 365(a) of the Bankruptcy Code, and assign the RED Agreement (as modified in accordance with the terms of this Agreement) to Lil' Joe pursuant to Section 365(f) of the Bankruptcy Code (the "Assumption and Assignment"). Subject to (i) payment in full in cash by the Luke Records estate on the effective date of the Plan of the entire unrecouped balance owing to RED, (ii) Lil' Joe providing RED with adequate assurance of future performance under the RED Agreement (including a personal guaranty from Joseph Weinberger and suitable collateral) RED shall consent to the Assumption and Assignment, and (iii) sale and assignment of the H-Town Masters to an entity acceptable to RED that agrees to assume the return record liability in accordance with the terms of this Agreement as set forth in Paragraph II.C.2.

B. Lil Joe shall grant to RED a security interest in the Masters and in the inventory in its possession. Any party taking title to the Masters and record inventory (the "Inventory") shall execute such security agreements and related documents as RED may request to permit RED to perfect its security interest in the Masters and Inventory owned by such new owner. RED shall agree that its security interest in the Masters and Inventory shall only secure the indebtedness and obligation of the party taking title to those Masters and Inventory. RED agrees to release its security interest in the Masters and Inventory within six (6) months following the end of the Post-Term Return Period (as defined in the RED Agreement), provided that all obligations owing to RED from Lil' Joe or the owner of the H-Town assets (as the case may be) have been satisfied in full.

C. RED shall waive its claim against Luke Records' estate for return record liability (the "Return Record Claim") upon the satisfaction of each of the conditions described in subparagraphs 1, 2 and 3 of this paragraph; provided, however, that to the extent these

conditions are not satisfied on or before the effective date of the plan, RED shall not be required to waive the Return Record Claim to the extent attributable to the unsatisfied condition.

1. The Assumption and Assignment and sale to Weinberger of all Masters described in Paragraph I.A.1 owned or controlled by Luke Records other than the Excluded Masters;

2. A sale of the H-Town Masters, pursuant to paragraph V.C., to an entity suitable to RED as set forth in paragraph 14 above, who shall have agreed to accept and be liable for the portion of the Return Claim attributable to return of records embodying the performances of H-Town and to reimburse RED in an amount equal to any and all sums paid or credited by RED to customers in connection with returns accepted by RED, regardless of when such records were sold or returned.

3. Payment in full in cash by the Luke Records estate of the unrecouped balance owing to RED (including returns in excess of Reserves) as of the effective date of the Plan on the effective date of the Plan.

D. RED shall provide an accounting to the Luke Records Liquidating Trustee of all records sold under the RED Agreement and back up documents describing the unrecouped balance at least seven (7) days prior to the Confirmation.

E. Upon confirmation of the plan, Luke Records, debtor and debtor in possession and Luther Campbell, debtor and debtor in possession, shall deliver general releases to RED (including its officers, directors, employees, agents, affiliates and attorneys) of all claims as defined in Section 101(5) of the Bankruptcy Code, except that Luke Records shall not release RED from RED's future obligation to liquidate reserves in accordance with the RED Agreement, to the extent reserves exceed the then unrecouped balance. These releases shall be approved in the order confirming the Plan.

F. RED will amend its proof of claim against Luke Records consistent with the terms of the plan no later than three (3) days after the effective date of the plan waiving all claims against Luke Records, except the unrecouped balance owing to RED including returns in excess of reserves and except amounts being assumed by other entities hereunder, which indebtedness will be transferred to such other entities.

G. On the effective date of the Plan, the Luke Records estate shall pay to RED in full in cash the unrecouped balance owing to RED as of the effective date of the Plan (inclusive

of amounts by which returns have exceeded reserves and to the extent RED has agreed to pay Jones for any liability under the terms of the Settlement Agreement dated December 27, 1994).

H. On the effective date of the Plan, RED shall liquidate its reserves and use the amount of such reserves to reduce the amount of its unrecouped balance.

I. As a condition precedent to the performance of RED's obligations hereunder, RED shall have the right to review and approve financial statements of Weinberger and Lil' Joe, which shall be completed on or before twenty (20) days following receipt of same or such later date as shall be agreed by Weinberger and RED. Subject to execution of a suitable confidentiality agreement by RED, Weinberger and Lil' Joe shall give RED within ten days after the date of execution hereof, such financial information as RED may reasonably request.

III. Peter Jones/Luke Records/Luther Campbell

A. The Bankruptcy Estates of Luke Records, debtor and debtor in possession and Luther Campbell, debtor and debtor in possession agrees to waive all claims against Peter Jones for preferential payments. Releases given to Peter Jones shall include without limitation all claims which the Debtors, Debtors in possession, creditors committee and/or any successor Trustee may hold or assert.

B. Peter Jones agrees to reduce his entire claim in the Luke Records Bankruptcy Estate to an unsecured claim in the sum of \$900,000.00. Peter Jones will not reduce his claim in the Luther Campbell Bankruptcy Estate which shall not be objected to by any of the parties. Peter Jones shall be entitled to receive distributions in respect to the claims he holds in both Estates, but his total recovery shall be limited to the unreduced amount of his claim in the Luther Campbell Bankruptcy Estate.

1. Upon confirmation of the Plan, Peter Jones agrees to release Luther Campbell for any and all liabilities except as provided herein to the extent his Bankruptcy claims are not fully satisfied.

C. Luke Records and Weinberger (to the extent he receives same) agree to deliver to Peter Jones on or before the confirmation date the Master tapes of his recordings which shall remain his property free and clear of all third party claims.

IV. Luke Records/Luther Campbell Bankruptcy Estate/Luther Campbell

A. The following assets shall be sold, transferred to or retained by Luther Campbell in addition to the rights otherwise provided herein:

1. Miami Lakes lot.
2. Palm Beach lot.
3. Stock of Luke Development, Inc. and/or any properties owned therein.
4. Office building located at 8400 N.E. 2nd Avenue, Miami, FL, owned by Luke Records, Inc., subject to all liens and mortgages.
5. Any and all interests in home of Stanley Campbell.
6. Any interest in stock of Scandalous, Inc. and proceeds of contract with Island Records.
7. All personal items owned by Luther Campbell.
8. All cars owned by Rockville Productions, Inc., with the exception of the Viper which shall be returned to the leasing company.
9. Subject to Paragraph I.A.10., all servicemark, trademark, intellectual property and merchandising rights to the name Luke and Luke Records, including, subject to Paragraph I.A.1 inventory of merchandise related to the Artist Luke.
10. The recording studio and all fixtures, equipment and personal property located at 67 N.W. 2nd Avenue, Miami, Florida.
11. All furniture, equipment and personalty owned by Luke Records, Inc.
12. 1990 Jaguar.
13. 1992 Chevrolet Van.
14. Stock of Luke Records Fan Club, Inc.

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15. All book and publication rights.
16. The stock of Rockville Productions.
17. The annuity claimed as exempt.
18. All other assets not specifically set forth in this Agreement, provided they have been disclosed on the Schedules or Amended Schedules, filed to date.

B. The above items shall be transferred to Luther Campbell in "as is" condition, "where is" and subject to all liens, encumbrances and assessments of record.

C. In return therefore, Luther Campbell shall pay the following sums:

1. Upon confirmation of the Plan the sum of \$100,000.00 to be paid to Luke Records Bankruptcy Estate.
2. Upon confirmation of the Plan the sum of \$100,000.00 plus the costs described in paragraph a.(1) below shall be paid to the Luther Campbell Liquidating Trustee.
3. In addition, the sum of \$100,000.00 shall be paid to the Luke Records Liquidating Trustee; and the sum of \$200,000.00 shall be paid to the Luther Campbell liquidating trustee, on or before the first anniversary of confirmation of the Plan, subject to the following:
 - a. The amounts set forth in this Paragraph C.3 shall be secured by:
 - (1) A second mortgage on the home of Luther Campbell located at 7180 N. Oakmont Drive, Miami Lakes, Florida.
 - (2) A first mortgage on the Miami Lakes lot at 7190 N. Oakmont Drive.
 - (3) A first mortgage on the Palm Beach lot. The Real Estate described in sub-paragraphs 1 through 3 above, is more fully described on Exhibit "C" and hereinafter called the "Secured Real Estate. The mortgage shall be in the amount of \$300,000.00, (split between the two Bankruptcy Estates as provided in Paragraph C.3. above which mortgages must be executed on or before confirmation of the Plan and recorded within

2 days thereafter, at the expense of Luther Campbell (including abstracting, recording fees and applicable taxes). Luther Campbell agrees to keep the Secured Real Estate free of liens and unpaid assessments and insured with the Liquidating Trustees named as an additional insured, in an amount and in a form acceptable to the Liquidating Trustees.

4. Notwithstanding the foregoing, the aforementioned \$300,000.00 shall be paid upon the earlier of:

- a. the first anniversary, following confirmation of the Plan;
- b. sale of the Secured Real Estate.

5. In the event of default, the amounts outstanding shall bear interest at the rate of eighteen (18%) percent, and the Liquidating Trustees shall be entitled to recovery of all attorneys fees and other costs of collection.

6. Upon execution of this document, Luther Campbell agrees to deposit the sum of \$50,000.00 in the trust account of Jay Gamberg, Esquire.

D. Luther Campbell shall execute such documents reasonably requested to confirm the foregoing.

E. Luther Campbell agrees to assume the obligation to the Internal Revenue Service for all outstanding income taxes payable and liabilities which shall be payable by him from his personal assets, outside of the assets of the Bankruptcy Estate.

F. Within three (3) days of posting the deposit provided in paragraph I.X. above, Luther Campbell shall deliver to a bonded warehouse, all master tapes, inventory, contracts and property described in Paragraph's I.A., and V.C. which warehouse shall be selected and paid for by Joseph Weinberger.

G. Luther Campbell agrees to execute a release to Joe Weinberger, Lil' Joe Records, Inc., Richard C. Wolfe, Peter Jones, Frank Terzo, George Tavares for any and all claims, including the claim for royalties to be paid in the future, as a result of sales of those master tapes described in Paragraph I.A. above.

H. Luther Campbell will waive all personal claims and claims on behalf of Pac Jam Publishing, Inc. in the Luke Records Bankruptcy Estate.

I. Upon a default by Luther Campbell of any of the terms of this agreement, the Peter Jones Judgment in the full amount shall be deemed reinstated in full, less only any payments made to date or from the Liquidating Trustees.

V. Residual Assets

A. The other net assets of Luke Records and Luther Campbell Bankruptcy Estates described on Exhibit "A" shall be conveyed to the Liquidating Trustees, Frank Terzo and Richard C. Wolfe, respectively, who shall liquidate same for the benefit of the creditors. Luke Records believes that the accounts receivable balance with Atlantic Recording Corporation and M.S. Distributors, Inc. in the total amount of \$120,000.00 remain due and owing and that Luke Records has not pledged, hypothecated or collected same. Luke Records further represents that the Luke Records Profit Sharing Plan is not a Qualified Retirement Plan pursuant to ERISA or IRC §401 et. seq., and that upon confirmation of the Plan, Luther Campbell shall transfer to the Luke Records Liquidating Trustee account balances of Nations Bank Account No. 3603554779 and Capital Bank Account No. 2020001233 containing an approximate balance of \$52,000.00. The Luke Records Liquidating Trustee shall determine, pursuant to applicable law, if said funds are to be distributed to the Luke Records creditors or the employees. To the extent the funds are to be distributed to the employees, then Luther Campbell's share is to be distributed to the Luther Campbell Liquidating Trustee. Any funds which becomes otherwise the property of Luke Records because of forfeiture, vesting or waiver shall be distributed to the creditors of Luke Records.

B. The Liquidating Trustees shall make a quarterly accounting of proposed distributions fees and costs expended in the liquidation process and send same to the Creditors Committee of Luke Records and the 20 largest Creditors of the Luther Campbell Estate. If no objection is received within thirty (30) days of mailing, the Trustees shall make such disbursement(s). The Bankruptcy Court shall retain jurisdiction to hear and rule upon any objections filed with said thirty (30) day period.

C. The sale of "H-Town" assets shall be conducted as follows:

1. Sale of Hard Assets: Frank Terzo as liquidating trustee of the Luke Records Bankruptcy Estate shall endeavor to sell the H-Town assets to any third party person, including Luther Campbell or his assignee, which will include:

- Luke Records;
- a. The rights to all master tapes recorded by H-Town and owned by
 - b. all publishing rights to the compositions contained thereon owned by Pac Jam Publishing;
 - c. all H-Town inventory held by RED or Luke Records, but specifically excluding any contract rights with the group H-Town (the assets described in Paragraphs a, b and c above are hereinafter called the "H-Town Hard Assets"). The sale shall be completed by the Liquidating Trustee on terms acceptable to the liquidating trustee. The Sale of the H-Town assets must be in accordance with Paragraph II.C.2. above. It is agreed that the proceeds from the sale of the H-Town assets shall be divided eighty (80%) percent to the Luke Records Bankruptcy Estate and twenty (20%) percent to the Luther Campbell Bankruptcy Estate.

In the event that Frank Terzo is unable to sell the H-Town Hard Assets as described herein, on or before the fifth day prior to the Effective Date of the Plan, then in such event:

i) Upon notice by Frank Terzo or RED that no sale has taken place, Weinberger agrees to purchase the H-Town Hard Assets for the sum of \$10.00.

ii) Weinberger agrees to accept the H-Town Return Record liability as provided in Paragraph II.C.2 above.

iii) Those Accounts Receivable of Luke Records, listed on Schedule "B" shall be assigned by Luke Records, Debtor and Debtor in Possession to Weinberger, to collect for his own account.

iv) \$200,000.00 of the Purchase Price, otherwise payable to Luke Records by Weinberger pursuant to Paragraph I.V.1.a. shall be deferred and allocated eighty (80%) percent to the payment due Luke Records Bankruptcy Estate and twenty (20%) percent to the payment due Luther Campbell Bankruptcy Estate for a period of six months so that the sum of \$150,000.00 shall be paid upon an order confirming the Plan and \$200,000.00 shall be paid six months thereafter. This amount shall be paid without interest, personally guaranteed by Weinberger as set forth on a Promissory Note which will provide for default interest at 12% and attorneys' fees and secured by a Letter of Direction, in a form acceptable to RED and the Luke Records Liquidating Trustee directing payment of any money otherwise

becoming payable to Weinberger (if any) from RED and further secured by all of the issued and outstanding shares of Lil' Joe Records, Inc. or any other entity owned or controlled by Weinberger taking title to the H-Town Hard Assets. Notwithstanding the foregoing, if Luke Records fails to sell the H-Town Hard Assets by February 22, 1996, then Weinberger shall be entitled to the deferral as set forth in this Paragraph IV.

2. Sale of Soft Assets: Frank Terzo as attorney for the Creditors Committee of the Luke Records Bankruptcy Estate shall, subject to court approval, endeavor to sell the Contract Rights that Luke Records asserts against the members of the group H-Town (hereinafter called "H-Town Soft Assets"): In this regard, the parties grant Philip Calloway a seven-day period from January 31, 1996 to complete a deal for the sale of such rights, so long as the Bankruptcy Estate, prior to confirmation of the Plan receives net of commissions the minimum sum of \$600,000.00 or such other amount acceptable to the Luke Records creditors committee. The sale shall be completed by the Luke Records Liquidating Trustee on terms acceptable to the Luke Records Liquidating Trustee. It is agreed that the proceeds from the sale of the H-Town Soft Assets shall be divided 80% to the Luke Records Bankruptcy Estate and 20% to the Luther Campbell Bankruptcy Estate.

a. In the event the Luke Records Liquidating Trustee is unable to complete the sale of the H-Town Soft Assets, the Luke Records Liquidating Trustee may otherwise, in his own discretion, assume the Exclusive Recording Agreement pursuant with H-Town to Section 365(a) of the Bankruptcy Code and assign same to any third party, pursuant to Section 365(f) of the Bankruptcy Code on terms acceptable to the Luke Records Liquidating Trustee.

b. Any sale of the H-Town Soft Assets shall be accomplished at the discretion of the Luke Records Liquidating Trustee, with a waiver of any claims that the members of H-Town may assert against the Luke Records Bankruptcy Estate.

c. The sale of the H-Town Soft Assets herein shall not be a condition precedent to the remainder of the provisions set forth hereunder.

D. The liquidation of the remaining assets of Pac Jam Publishing shall be conducted as follows:

1. Luther Campbell shall assign all issued and outstanding shares of Pac Jam Publishing, Inc. ("Pac Jam") to the Luther Campbell Liquidating Trustee, who in turn, will agree to assign to Luther Campbell the publishing rights to the compositions encompassed on

the Albums described in Paragraph I.A.1., in perpetuity, in consideration for his waiving all claims against Pac Jam.

2. The Luther Campbell Liquidating Trustee will:

a. Sell to Weinberger the publishing rights to the songs and the compositions and assign all licenses in perpetuity, consistent with the terms of Paragraph I.A.

b. Sell to the purchaser of the H-Town Hard Assets the publishing to the compositions encompassed on the prior Albums described in Paragraph V.B. consistent therewith.

c. Distribute the sum of \$100,000.00 and all other remaining assets if any, to a designated assignee for the benefit of creditors of Pac Jam who will file claims consistent with Florida Statute §727.112 and distribute all proceeds consistent with Florida Statute §727. et seq. Luther Campbell will, on or before the Confirmation Date, provide to the Luther Campbell Liquidating Trustee a list of names and addresses of all potential claimants against Pac Jam.

3. Upon confirmation of the Plan, Luke Records, and Luther Campbell Bankruptcy Estates agree to each contribute the sum of \$50,000.00 to the Liquidating Trustee of the Luther Campbell Bankruptcy Estate, to hold such sums in trust pending an assignment for the benefit of creditors which will be commenced immediately thereafter. Any sums not distributed to the creditors of Pac Jam, shall be returned to the respective Estates in equal proportions. Luther Campbell agrees to waive any rights that he may otherwise have to a portion of the Pac Jam funds.

4. The Circuit court of Dade County will have jurisdiction to determine the validity of any filed claims against Pac Jam that are objected to by the Assignee.

5. All claims against professionals for malpractice together with various causes of action for account balances as designated on Exhibit "A" except as provided in paragraph V.B.1. shall be retained by the Bankruptcy Estates and shall be jointly prosecuted or abandoned by the two liquidating trustees, who shall hire counsel to prosecute such claims, if appropriate, and the recovery net of attorneys fees and costs shall be distributed equally by the Luke Records Liquidating Trustee and the Luther Campbell Bankruptcy Trustee. Luther Campbell and Weinberger agree to cooperate with the Liquidating Trustees in the prosecution of all causes of action and agree to provide all necessary information and documents as requested

by the Liquidating Trustee's attorneys unless otherwise prohibited by court order or privilege, subject to reimbursement of any reasonable costs incurred by Luther Campbell or Weinberger.

VI. General Terms

- A. All the parties hereto agree:
1. to endorse the Plan; and
 2. confirmation of each plan is subject to confirmation of the other;
 3. Approval of the Plan is not conditional upon the performance of Luther Campbell hereunder. If Luther Campbell fails to perform those obligations required of him, prior to confirmation of the plan, then in such event all non-exempt assets described in paragraph IV above shall be sold by the Luther Campbell Liquidating Trustee and Luke Records Liquidating Trustee satisfied hereunder.
- B. All parties shall acknowledge their agreement to this Plan by returning the acknowledgment copy of this letter to the undersigned, which shall be received not later than February 2, 1996.
- C. In all events, the Joint Plan of Re-Organization shall be filed not later than February 5, 1996.
- D. Frank Terzo will file the objections to the claims in the Luke Records Bankruptcy Estate and Howard Berlin will file objections to the claims in the Luther Campbell Bankruptcy Estate as set forth on the attached schedules.
- E. Except as provided for herein, all deposits shall be forfeited to the Luke Records Bankruptcy Estate, if the depositor fails to complete the agreements set forth herein, (without cause attributable to a third party) on or before the effective date of the Plan.
- F. The Plans of Reorganization and Disclosure Statements shall be drafted by Plan Proponents with the parties acknowledging the benefit of the services of the law firm of Kluger, Peretz, Kaplan & Berlin and Bedzow, Korn & Kan, P.A. to the formation and execution of the Plan.

G. The parties and their counsel acknowledge that the total Administrative Costs of the debtors counsel in the Luther Campbell Bankruptcy Estate shall in no event exceed the sum of \$150,000 and the total administrative costs of the Luke Records Bankruptcy Estate shall in no event exceed the sum of \$180,000.00.

H. This Agreement may be executed in counterparts with each signature page deemed binding as a whole original.

I. Except to the extent actions are required to be taken before confirmation of a Plan of Reorganization, all obligations hereunder are subject to an order of confirmation of Plans of Reorganization in the Luke Records and Luther Campbell bankruptcy cases.

J. Whenever the term "record" is used herein, such Term shall mean any reproduction of a master recording containing sounds with or without visual images in any configuration now or hereafter known, including but not limited to, vinyl disc, analog cassette tape or compact discs.

K. The parties acknowledge that the Luke Records Creditors Committee is a party in interest in the Luther Campbell Bankruptcy Case and may be a proponent of this Plan of Reorganization in such case.

L. All transactions contemplated by this Agreement shall be closed within five (5) days after the date of entry of confirmation orders in the Luke Records and Luther Campbell Bankruptcy cases.

VII. Acknowledgments

The signatures below acknowledge and confirm such persons agreement, on behalf of themselves and/or their clients to the terms and conditions stated herein.

Joint Plan of Re-Organization
Page 1

RED Distribution, Inc.

By: _____

James P.S. Leshaw, Esquire

Attached

[Handwritten signature]

Joint Plan of Re-Organization
Page 2

**The Official Unsecured Creditors Committee
of Luke Records, Inc.**

By: _____
Frank Terzo, Esquire

ATTACHED

Joint Plan of Re-Organization
Page 3

Luther Campbell, Debtor and Debtor in Possession

By: _____
Jay Gamberg, Esquire
Mark Cohen, Esquire

Attached

Luther Campbell, Debtor and Debtor in Possession

Joint Plan of Re-Organization
Page 4

Luke Records, Inc., Debtor and Debtor in Possession

By: _____

Luther Campbell, President

Attached

Joint Plan of Re-Organization
Page 5

Rockville Productions, Inc.

By: _____
Luther Campbell, President

Attached

Joint Plan of Re-Organization
Page 6

2 L.C., Inc.

By: _____

Luther Campbell
Luther Campbell, President

Joint Plan of Re-Organization
Page 7

Luke Mortgage, Inc.

By: _____

Luther Campbell, President

Attached

Joint Plan of Re-Organization
Page 8

Luke Records Fan Club, Inc.

By: _____

Luther Campbell
Luther Campbell, President

Joint Plan of Re-Organization
Page 9

PAC Jam Publishing, Inc.

By: _____

Luther Campbell
Luther Campbell, President

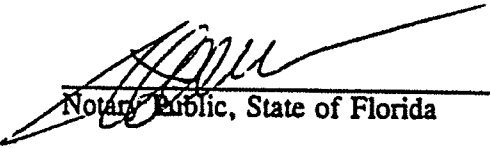
Joint Plan of Re-Organization
Page 10

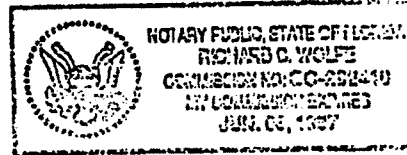
Luke Records, Inc.

By: 
Luther Campbell, President

SWORN TO and subscribed before me this 7 day of February 1996, by LUTHER CAMPBELL, who is personally known to me, or who has produced Personally Known as identification and who did take an oath.

My Commission Expires:


Notary Public, State of Florida



Joe Weinberger and
Lil' Joe Records

By: _____
Joseph Weinberger

SWORN TO and subscribed before me this ____ day of _____ 1996, by LUTHER
CAMPBELL, who is personally known to me, or who has produced _____
as identification and who did take an oath.

My Commission Expires:

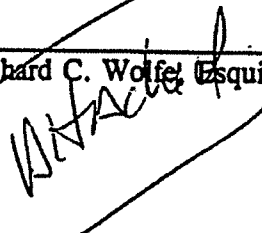


Notary Public, State of Florida

Peter Jones

By: _____

Richard C. Wolfe Esquire

A handwritten signature in black ink, appearing to read "Richard C. Wolfe", is written over a horizontal line. The signature is slanted and includes a large, stylized initial "R".

LUKE RECORDS, INC.

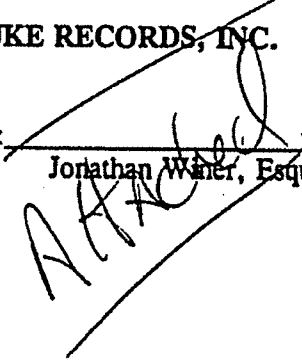
By: 
Jonathan Warner, Esquire

Exhibit A

A. Luther Campbell Assets to be delivered to Luther Campbell Liquidating Trustee:

Minimum Amount

- 1. Barnett Bank account 1464677253
- 2. Money Market account - Great Western
- 3. Securities America account
- 4. Stock of Pensacola Gold Club, Inc.

B. Luke Records Assets to be delivered to Liquidating Trustee:

- 1. Barnett Checking account (DIP) 1596254197
- 2. FPL Deposits 4,280.00
- 3. NationsBank account 03603554779 50,000.00
- 4. Capital Bank account 2020001233 1,150.00

Causes of Action Prosecuted by the Liquidating Trustee:

- | | |
|-------------------------------------|--------------------------|
| Action Distributions | Great Bay |
| Associated Distributions | Jerry Bassin One Stop |
| Indie: Big State | JFL |
| Malverne CRDI | Landmark |
| City Hall Records | M.S. Distributors |
| Debbie Benett | Music Distributors, Inc. |
| Frankie One Stop | Herman Moskowitz |
| Nic Manzini/Manzini & Stevens | |
| Atlantic Recording Corp. | |
| Thomasina Williams/Williams & Clyne | |

EXHIBIT "B"

Conditional Assignment of Accounts Receivable to Weinberger, pursuant to the terms of paragraph V.B.1.iii:

Action Distributors
Associated Distribution
Indie: Big State, Malverne, CRDI
City Hall Records
Debbie Bennett
Frankie One Stop
Great Bay
Jerry Bassin One Step
JFL
Landmark
Music Distributors

**Joint Plan of Re-Organization
Page 1**

RED Distribution, Inc.

By: _____


James P.S. Leshaw, Esquire

**Joint Plan of Re-Organization
Page 2**

**The Official Unsecured Creditors Committee
of Luke Records, Inc.**

By: 
Frank Terzo, Esquire

ACTVLM07.M00A1.F00A.0000006

Signature Page 2

Joint Plan of Re-Organization
Page 3

Luther Campbell

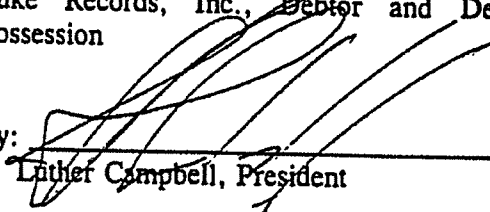
By: _____
Jay Gamberg, Esquire
Mark Cohen, Esquire



Luther Campbell, Debtor and Debtor in Possession

Joint Plan of Re-Organization
Page 4

Luke Records, Inc., Debtor and Debtor in Possession

By: 
Luther Campbell, President

Joint Plan of Re-Organization
Page 5

Rockville Productions, Inc.

By: 

Luther Campbell, President

Joint Plan of Re-Organization
Page 6

2 L.C., Inc.

By: 

Luther Campbell, President

Joint Plan of Re-Organization
Page 7

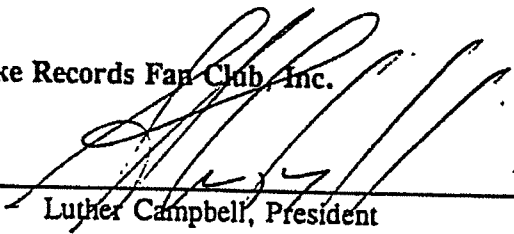
Luke Mortgage, Inc.

By: 

Luther Campbell, President

Joint Plan of Re-Organization
Page 8

Luke Records Fan Club, Inc.

By: 
Luther Campbell, President

Joint Plan of Re-Organization
Page 9

PAC Jam Publishing, Inc.

By: 

Luther Campbell, President

Luis Records, Inc.

By:

[Handwritten Signature]
Luther Campbell, President

SWORN TO and subscribed before me this ____ day of _____, 1996, by LUTHER CAMPBELL, who is personally known to me, or who has produced _____ as identification and who did take an oath.

My Commission Expires:

Notary Public, State of Florida

To take out

11 p. out SCHEIDLER W/HARV ID,

Matthew Brumberg, Facsimile to W/HARV ID

[Handwritten Signature]

Signature Page 10



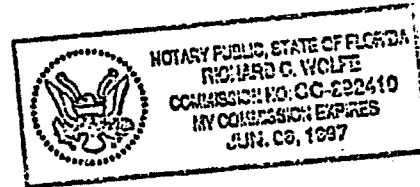
Joe Weinberger and
Lil' Joe Records

By: Joseph Weinberger
Joseph Weinberger

SWORN TO and subscribed before me this 4 day of February, 1996, by LUTHER CAMPBELL, who is personally known to me, or who has produced Personal Kenne as identification and who did take an oath.

My Commission Expires:

[Signature]
Notary Public, State of Florida



LUKE RECORDS, INC.

By: 

Jonathan Winer, Esquire

Joint Plan of Re-Organization
Page 12

Peter Jones

By: 

Richard C. Wolfe, Esquire

JAY M. GAMBERG, P.A.

Member of New York Bar
Member of Florida Bar
Qualified in Bankruptcy under
the Florida Designation Plan

BROWARD OFFICE
4651 SHERIDAN STREET, SUITE 300
HOLLYWOOD, FLORIDA 33021

BROW: (305) 962-8889
DADE: (305) 948-6332
FAX: (305) 966-6259

MIAMI OFFICE
9700 SOUTH DIXIE HIGHWAY, SUITE 1030
MIAMI, FLORIDA 33156

Of Counsel:
Jerome H. Shevin, P.A.

PLEASE RESPOND TO: BROWARD OFFICE

February 5, 1996

Richard C. Wolfe, Esq.
Bedzow Korn & Kan, P.A.
20803 Biscayne Boulevard
Suite 200
Aventura, FL 33180

Re: Luther Campbell

Dear Richard:

In reference to the Letter of Intent regarding the Joint Plan of Reorganization for Luther Campbell, I consider the document to be signed. Mr. Campbell, at present is on an airplane to Florida and cannot be reached. The additional signature pages which require Luther Campbell's signature will be signed upon his return tomorrow, Tuesday, February 6, 1996.

I presently am in a deposition which will continue to about 3:30 p.m.

If you need any additional information, please contact my assistant, Vicki Lanzillotta.

Very truly yours,



Jay M. Gamberg *v.l.*
(Dictated But Not Read)

JMG/vl
cc: Mark Cohen, Esq.
Jonathan Winer, Esq.
campbell@wolfe3.lcr

SIGNED FOR JAY M. GAMBERG
IN HIS ABSENCE TO PREVENT
DELAY IN MAILING.

Lil' Joe Records, Inc.

6157 NW 167th Street, #17
Miami, FL 33115
305-362-6200
Fax: 305-822-1122

February 3, 1996

Via Fax 212-554-0444

Matthew Greenberg, Esq.
Grubman, Indursky
152 West 57th Street
New York, NY 10019-3301

Dear Mr. Greenberg:

I am in receipt of a copy of your fax to Richard Wolfe (copy annexed for your reference). Upon review of the letter of intent, this point is covered in IA15 as Luther Campbell is obviously an Artist appearing on the Excluded Masters and therefore I would have no rights to future recording services or songs written by him. In the future, I would appreciate your copying my attorney on all future correspondence.

Sincerely,


Joseph Weinberger

cc: Jimmy Morales, Esq. Via fax 374-7296

Richard C. Wolfe, Esq. Via Fax 936-2795

Jay Gamberg, Esq. Via Fax 966-6259

GRUBMAN INDURSKY SCHINDLER & GOLDSTEIN, P.C.

27 J. GRUBMAN
788 E. INDURSKY
150 E. SCHINDLER
17 E. GOLDSTEIN
112 E. FRIEDMAN
788 E. SCHINDLER
17 E. GRUBMAN
150 E. INDURSKY
112 E. FRIEDMAN
150 E. KAPLAN
112 E. GRUBMAN
17 E. SCHINDLER
150 E. INDURSKY
112 E. FRIEDMAN

ATTORNEYS AT LAW
CARNEGIE HALL TOWER
152 WEST 57th STREET
NEW YORK, N.Y. 10019-3301
TELEPHONE (212) 504-0400
TELEFAX (212) 504-0444

WALTER'S STREET NUMBER
(212) 504-0416

MATTHEW W. GREENBERG
JOSEPH M. WEINBERGER
STEPHEN A. DECHERTON
DAVID T. FRATE
MARK STEVENSON
JONATHAN R. BERRY
JONATHAN A. LIEBERMAN
DAVID WEINBERG
ERIC GAROFF
THEODORE P. KANDEL
STUART FRIED
LARRY H. SORANT
BY COURT

*ADMITTED IN CALIFORNIA ONLY

By Facsimile
305 932 6043

February 2, 1996

Richard C. Wolfe, Esq.
Bedzow, Korn & Kan
20803 Biscayne Boulevard
Aventura, FL 33180

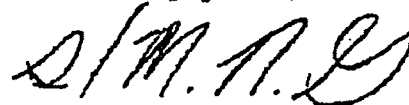
Re: Luther Campbell--Bankruptcy Reorganization Plan

Dear Richard:

In reviewing the most recent draft of the above-referenced plan which I received this afternoon, I noticed a point that needs clarification. That is, it should be clarified in paragraph I(A)(2) that "Joseph Weinberger is not acquiring any compositions which are not contained on the Masters Weinberger is acquiring (e.g. Weinberger is not acquiring any interest in compositions written and recorded pursuant to the Island Records agreement)."

Please make sure this is clarified in the execution copies.

Sincerely yours,



Matthew Greenberg

MGL/ee36220

cc: Luther Campbell (by fax)
Joseph Weinberger, Esq. (by fax)
Jay Gamberg, Esq. (by fax)
Paul D. Schindler, Esq.

COLL DAVIDSON CARTER SMITH SALTER & BARKETT
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

PABLO A. ALVAREZ
JANIE L. ANDERSON
JOHN M. BARKETT
FRANCIS L. CARTER
NORMAN A. COBL
MICHAEL J. COMPAGNO
TED C. CRAIG
BARRY R. DAVIDSON
TALE J. FISMAN
MICHAEL R. GOLOSTEIN
MICHAEL J. HIGER
CHRISTOPHER N. JOHNSON
JOHN J. McNALLY
JIMMY L. MORALES
GARY M. MURPHREE
DARRELL W. PAYNE
VANICE E. SALTER
HARRIS C. SERRINO
RICHARD C. SMITH
SHERRY A. STANLEY
COURTNEY B. WILSON

3300 MIAMI CENTER
201 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-2312
(305) 373-8200
TELECOPIER (305) 374-7886

CHRIS M. HEALILEY
OF COUNSEL

February 6, 1996

Matthew Greenberg, Esq.
Grubman Indursky Schindler
& Goldstein, P.C.
Carnegie Hall Tower
152 W. 57th Street
New York, New York 10019-3301

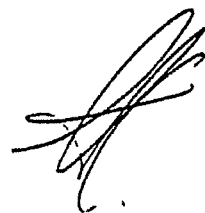
Re: Luther Campbell--Bankruptcy Reorganization Plan

Dear Matt:

Yesterday we agreed, and the final version of the Letter of Intent will hopefully reflect, that paragraph I(A)(2) should read at the end thereof as follows:

Joseph Weinberger is not acquiring any compositions which are not contained on the Masters Weinberger is acquiring (e.g. Weinberger is not acquiring any interest in --compositions written and recorded pursuant to the Island Records Agreement), provided, however, that Weinberger does not hereby waive or release any of his rights or claims with respect to any unauthorized sampling or publishing infringement regarding the Masters and compositions being acquired by him hereunder.

As such, the final Plan of Reorganization (and other relevant documents) should reflect the fact that the general release which Joe Weinberger is giving pursuant to paragraph I(U) of the Letter of Intent will specifically carve such infringement claims.



Please contact me if you have any questions regarding the foregoing.

Very truly yours,


Jimmy L. Morales 

cc: Frank Terzo, Esq.
Richard Wolfe, Esq.
Joseph Weinberger, Esq.

109030

Law Offices of

MARK D. COHEN, P.A.

Emerald Hills Executive Plaza II
4651 Sheridan Street, Ste. 300
Hollywood, FL 33021

Broward: (305) 962-8889

Facsimile: (305) 966-6259

February 2, 1996

Letter sent via facsimile
and U.S. Mail

Richard Wolfe, Esq.
Bedzow, Korn, Kan et al
20803 Biscayne Blvd., #200
Miami, FL 33180

RE: Luther R. Campbell, Debtor / Case No. 95-12785-BKC-RAM
Luke Records, Inc., Debtor / Case No. 95-11447-BKC-RAM

Dear Richard:

We are trying to get the fax copies with Luther's signature sent to you directly. You are not authorized to release them or Jay Gamberg's signature until we can speak early Monday morning or over the weekend to straighten out a few of the typographical errors that still exist.

Notably, page 17, paragraph 2 still has the name Phillip Calloway instead of Paul Schindler and we cannot find the release from RED to Luther at confirmation. Also on page 15 - Residual Assets, it appears from the books of the company that only at least \$87,338.00 appears to be due of record. We discussed this with Frank Terzo who agreed to make that change.

We know time is of the essence and we will get back to you as soon as possible.

Very truly yours,

MARK D. COHEN, P.A.


Mark D. Cohen, Esq.

MDC/jw

c: Luther Campbell
Matt Greenberg, Esq.

\$200,000 of the purchase price, otherwise payable to Luke Records Bankruptcy Estate and the Luther Campbell Bankruptcy Estate by Weinberger, pursuant to paragraph 5 shall be deferred and such deferral allocated eighty percent (80%) to the payment due the Luke Records Bankruptcy Estate and twenty percent (20%) to the payment due to the Luther Campbell Bankruptcy Estate for a period of six (6) months, so that the sum of One Hundred and Ninety Thousand (\$190,000) and Three Hundred and Ten Thousand Dollars (\$310,000) shall be paid, respectively, to the Luke Records Bankruptcy Estate and the Luther Campbell Bankruptcy Estate upon an order confirming the plan. The balance of One Hundred and Sixty Thousand (\$160,000) and Forty Thousand (\$40,000) to the respective estates shall be paid six (6) months thereafter.

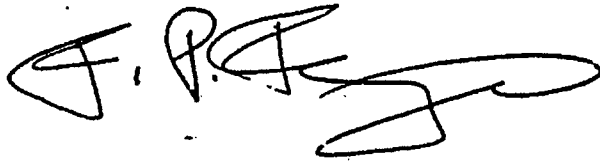
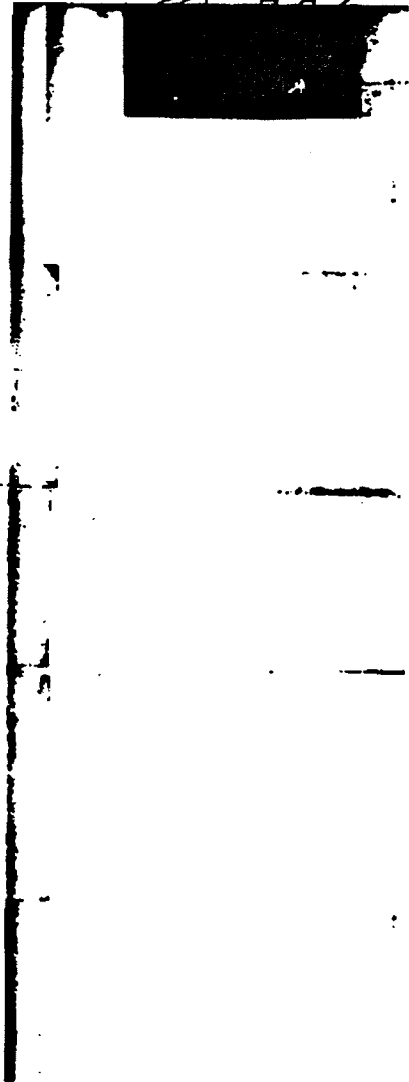
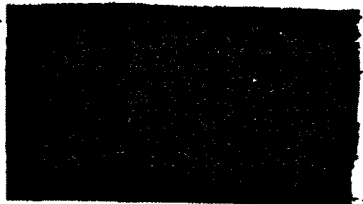
A handwritten signature in black ink, appearing to be 'F. P. S.', is written over the text.

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

FILED by VK D.C.
OCT 23 2002
CLARENCE MADDOX
CLERK U.S. DIST. CT.
S.D. OF FLA. - MIAMI

LIL' JOE RECORDS, INC.,

Plaintiff,

vs.

CHRISTOPHER WONG WON and
LAWRENCE WONG WON,

Defendants.

Civil Action No. 02-22629-CIV-KING
Magistrate Judge O'Sullivan

SOLICITOR

JAN 23 2003

U.S. PATENT & TRADEMARK OF

**FINAL DEFAULT JUDGMENT AS TO LAWRENCE WONG WON
AND PERMANENT INJUNCTION**

THIS CAUSE having come on to be heard on the Motion of Lil' Joe Records, Inc. for entry of Default Judgment against Lawrence Wong Won under Rule 55(b)(2) of the Federal Rules of Civil Procedure. After considering the papers submitted in connection with the Application, and the papers on file in this action the Court finds as follows:

1. Default was entered against Lawrence Wong Won on October 10, 2002.
2. Lawrence Wong Won is not a minor, an incompetent person or current member of the military service.
3. Lawrence Wong Won did not appear in this action.
4. Lil' Joe Records, Inc. has established that:
 - A. As early as 1985 the musical group "The 2 Live Crew" formed by member David Hobbs, began performing and recording musical compositions.

10
-91

B. The Marks "The 2 Live Crew" and "2 Live Crew" developed secondary meaning in the marketplace and became associated with the musical compositions, performances and the sound recordings of that group.

C. The group developed rights in the Marks as common law trademarks. Further, on October 3, 1988, Luke Skyywalker Records, Inc. filed for United States Trademark in the Mark "2 Live Crew". The Mark was registered under Registration No. 1,541,967.

D. Although that registration mark was later cancelled by administrative action in December 1995, Luke Skyywalker Records, Inc. and its related companies including Luke Records, Inc. continued to develop and expand the secondary meaning in the Marks through musical publication, performance and recording.

E. Luke Skyywalker Records, Inc., and its assigns and related companies continued to own all rights to the common law trademarks in the Marks.

F. In 1995, Luke Records, Inc., and its principal Luther Campbell, filed bankruptcy in the United States Bankruptcy Court, Southern District of Florida, Miami Division, Case Nos. 95-11447-BKC-RAM and 95-12795-BKC-RAM (the "Bankruptcies").

G. In the Bankruptcies, the Plan of Reorganization was approved by Orders of the Court and, pursuant to those Orders and resulting documents the bankrupt individual and entity, including all of its related entities, transferred all right, title and interest to the trade name and service mark for "The 2 Live Crew" and "2 Live Crew" to Plaintiff Lil' Joe Records, Inc.

H. All rights in the Marks were transferred to Lil' Joe Records, Inc. free and clear of any interest in those Marks as of April 8, 1996.

I. Thereafter, Plaintiff continued to exploit, develop and protect the good will in the Marks by continuing sale and promotion of musical compositions and recordings of "The 2 Live Crew."

J. On March 16, 1995, Defendant Christopher Wong Won, together with others, entered into an Exclusive Recording Agreement with LJR.

K. The Exclusive Agreement defined this performing group as "The 2 Live Crew" ("ARTISTS").

L. Pursuant to the Exclusive Agreement, Christopher Wong Won agreed *inter alla*:

That Wong Won granted to LJR "the exclusive right, throughout the world, to use and authorize the use of ARTIST's approved name, portraits, pictures, approved likeness and biographical material, either alone or in conjunction with other elements. . . ."

The exclusive agreement also provided that LJR "shall own all rights to ARTIST's current or other trade name which will be used by ARTIST during the term of this Agreement."

M. LJR has performed all obligations necessary for the institution of this action.

N. Despite the clear terms of the Exclusive Agreement and the transfer of ownership in the Marks by the bankruptcy plan, on November 5, 1996, Christopher Wong Won registered a trademark "The 2 Live Crew" under United States Registration No. 2,013,177 ("Registered Mark").

O. LJR, in accordance with its exclusive right under the Exclusive Agreement, assigned the Registered Mark to LJR and properly recorded that assignment with the United States Patent and Trademark Office, on December 24, 1998 at Reel 1735 Frame 0122.

P. Despite the clear terms of the Exclusive Agreement, and in contravention thereof, Christopher Wong Won wrongfully and fraudulently reassigned the trademark to himself by assignment of trademark dated May 26, 1999 and recorded with the United States Patent and Trademark Office at Reel 001904 Frame 0902. Christopher Wong Won fraudulently represented to the Trademark Office that he was the owner of the Registered Mark.

Q. On the same day, without consideration, and in order to defraud LJR and to deprive LJR of its ownership rights in the trademark, Christopher Wong Won further assigned the trademark to his brother, Lawrence Wong Won, and recorded that assignment with the United States Patent and Trademark Office at Reel 001904 Frame 0903 on May 26, 1999.

R. Christopher Wong Won, despite his obligations under the Exclusive Agreement and his agreement that the trademark was sole property of LJR, and Lawrence Wong Won have infringed upon the Marks and Registered Mark by, *inter alia*, retaining registration of the Registered Mark, producing sound recordings, publishing music and making live performances.

S. Defendant Lawrence Wong Won has deliberately traded upon and misappropriated for himself the vast good will represented and symbolized by the Mark which is owned by Plaintiff.

T. The acts of Defendant complained of herein constitute willful and intentional infringement of Plaintiff's trademark and total disregard of Plaintiff's rights and were commenced in spite of Defendant's knowledge that registration of the Marks and use of the similar trade name designations was and is in direct contravention of Plaintiff's aforementioned rights.

U. Use by Defendant of the Marks is without consent, license, or permission of the Plaintiff.

V. Defendant's aforesaid use and registration of the Marks is designed, is calculated and is likely to cause confusion, to cause mistakes, and to deceive customers and prospective customers as to the origin or sponsorship of Defendant's services and to cause them to believe that Defendant's services are those of Plaintiff, or sponsored, licensed, authorized or approved by Plaintiff, all to the detriment of Plaintiff, the trade and the public. Defendants' actions are calculated to injure Plaintiff in Miami-Dade County.

WHEREFORE, IT IS ADJUDGED that:

1. Default Judgment be entered against Defendant Lawrence Wong Won as follows:

A. That this Court, as empowered by 15 U.S.C. § 1119, declares Plaintiff's ownership of the trademarks "2 Live Crew" and "The 2 Live Crew" ("Marks"), cancel the fraudulent assignment of the Registered Mark No. 2,013,177 made by and for Defendant Lawrence Wong Won, declare Plaintiff's right to registration of the Registered Mark, and order transfer of the Registered Mark on the registry of the Patent and Trademark Office to Plaintiff. This Court's Final Default Judgment is hereby certified by the Court, in accordance with 15 U.S.C. § 1119, to the Director of the Patent and Trademark Office who shall make appropriate entry upon the records of the Patent and Trademark Office; and

B. The Court adjudges the Plaintiff's Marks have been infringed and diluted as a direct and proximate result of the willful acts of Defendant Lawrence Wong Won, in violation of Plaintiff's rights under the Lanham Act, 15 U.S.C. § 1125(a), the Florida Antidilution Act, Florida Statute § 495.151 and the common law of the State of Florida; and

C. The Court adjudges that the Defendant Lawrence Wong Won competed unfairly with Plaintiff in violation of Plaintiff's rights of common law, and in violation of Plaintiff's rights under the Lanham Act, 15 U.S.C. § 1125(a); and

D. That Defendant, and each of his related companies, officers, directors, agents, servants, employees, attorneys, successors and assigns and all persons in active concert or participation therewith, be permanently enjoined and restrained:

1). From using any of Plaintiff's aforementioned Marks or any trademark or designation similar thereto in connection with the sale of any unauthorized goods or rendering or any unauthorized services;

2). From using Plaintiff's Marks or any logo, trade name or other trademark which would be calculated to falsely represent or which had the effect of falsely representing that the services were products of Defendant or of any third parties or sponsored by or authorized by or in any way associated with Plaintiff, or vice versa;

3). From infringing upon Plaintiff's Marks;

4). From otherwise unfairly competing with Plaintiff;

5). From diluting the distinctive quality of Plaintiff's Marks within the meaning of Florida Statute § 495.151.

E. That the Defendant be required to deliver the destruction of all goods, boxes, labels, signs, prints, packages, wrappers, receptacles, advertisements, musical compositions, sound recordings or other written, printed or digital material in the possession or control of Defendant which bears the Plaintiff's Marks and designations, or any of them, or any culpable imitations thereof, alone or in combination with any other word or element.

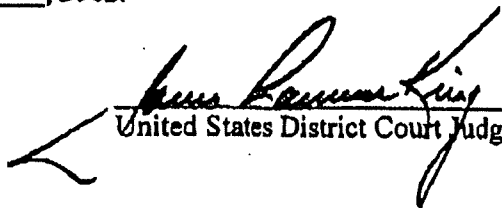
F. That Defendant be directed to file with this Court to serve upon Plaintiff within thirty (30) days after service of the Injunction issued in this action, a written report under oath, setting forth in detail the matter of compliance with the Injunction issued.

G. That Plaintiff have and recover its reasonable attorneys' fees incurred in this action.

H. That Plaintiff have and recover his taxable costs and disbursements.

DONE AND ORDERED in Chambers in the Miami-Dade County, Florida, this

22 day of Oct, 2002.


United States District Court Judge

Copies to:

Kevin J. O'Grady, Esquire, P.O. Box 1900, Fort Lauderdale, Florida 33302; Phone: (954) 527-2487; Fax: (954) 333-4087

Lawrence Wong Won, 3 Filbert Road, Norwalk, Connecticut 06841

Lil' Joe Records, Inc.
6157 NW 167th Street, F-17
Miami, Florida 33015

Lawrence Wong Won
3 Filbert Road
Norwalk, Connecticut 06841
SSAN 096-60-3188

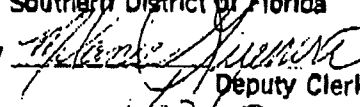
Certified to be a true and correct copy of the document on file
Clarence Maddox, Clerk,
U. S. District Court
Southern District of Florida
By 
Deputy Clerk
Date: 1/22/03

EXHIBIT D

JUN-24-2003 TUE 04:53 PM
JUN-24-2003 15:23 FROM-WAMPLER BUCHANAN WALKER

FAX NO.
+3055778545

P. 02
T-878 P.002/004 F-614

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 02-05481 CA 25

JOSEPH WEINBERGER,

Plaintiff/Counter Defendant,

vs.

CHRISTOPHER WONG WON, et al.,

Defendants/Cross Defendants.

SETTLEMENT AGREEMENT

Terms of the Settlement Agreement due on June 24, 2003, to be documented and amounts to be paid within fifteen (15) days of today.

1. As between HFC and WEINBERGER, WEINBERGER agrees to pay HFC Two Hundred Thirty Thousand (\$230,000.00) Dollars in return for which HFC will assign all right, title and interest in the Promissory Note and Mortgage with the Wong Wons to Weinberger without recourse.

2. AS between HFC, Weinberger and the Wong Wons, HFC and Weinberger agree to accept a Deed in Lieu of Foreclosure executed by Mr. and Mrs. Wong Won retaining mortgage liens on the subject property. The Wong Wons agree to surrender possession of the property upon execution of the Deed in Lieu. There is no tenant in possession. The Wong Wons will commit no waste on its property. HFC and Weinberger agree to seek no personal judgment against the Wong Wons and agree not to report the matter to any credit agency.

3. As between Weinberger and Christopher Wong Won, Lil' Joe Records, Inc.

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TO-WAMPLER BUCHANAN WAL

PAGE 002

RECEIVED JUN-24-2003 15:28

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TO-WAMPLER BUCHANAN WAL

PAGE 002

JUN-24-2003 TUE 04:54 PM
JUN-24-2003 15:24 FROM-WAMPLER BUCHANAN WALKER

FAX NO.
+3055778545

P. 03
T-678 P.003/004 F-614

and Lil' Joe Wein Music, Inc. ("Lil' Joe Companies"), these will exchange general releases of any and all claims whatsoever through this date. Wong Won agrees that the Lil' Joe Companies own all right, title and interest to all copyrights and trademarks previously conveyed to them in the bankruptcy of Luke Records and Luther Campbell. Christopher Wong Won releases any claims whatsoever to those works and to any works created for the Lil' Joe Companies.

4. Wong Won agrees that there are no royalties owed to him from the Lil' Joe Companies. Wong Won agrees he has no future claims to any royalties to any of the existing works owned by the Lil' Joe Companies.

5. Lil' Joe Records agrees to license the trademark "The 2 Live Crew" to Christopher Wong Won for a period of three (3) years renewable by Wong Won for three (3) year terms thereafter. The license shall be solely for live performances. Wong Won shall have no right to re-record any works of the Lil' Joe Companies under the license. The fees for the license shall be \$100.00 per performance payable fourteen (14) days after the performance. An additional condition of the license is that there will be no criminal felony conviction of Mr. Wong Won during its term. The license is cancelable upon default in payment or upon felony conviction.

6. In the event there should be a reunion of the original members of The 2 Live Crew, (Christopher Wong Won, Luther Campbell, David Hobbs and Mark Ross) Mr. Wong Won will have the right of first refusal, exercisable within fifteen (15) days of notice to join on the same terms and conditions as the other performers provided that all four agree to participate. Any notice may be to Douglas Stratton.

7. The Lil' Joe Companies agree they have no claim for any future recording

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FROM-305 577 8545

TO-WAMPLER BUCHANAN WAL

PAGE 003

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TO-WAMPLER BUCHANAN WAL

PAGE 003

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FAX NO.
+3055778545

P. 04
T-678 P.004/004 F-614

obligation of Christopher Wong Won.

8. This Agreement is confidential and pursuant to Section 44.102 and each party agrees to the application of that Statute.

9. HFC, by telephone conference, authorized S. Alan Stanley, Esquire to execute this Settlement Agreement on its behalf.

10. In the event that Weinberger defaults under the terms of this Settlement Agreement with HFC, he agrees that the Note and Mortgage hold by HFC shall be deemed to be held to be superior in all respects to the Note and Mortgage that he holds on the subject real property.

Dated this 24 day of June, 2003.

HFC

Joseph Weinberger
JOSEPH WEINBERGER

By *S. Alan Stanley*
S. ALAN STANLEY, Esquire
on its behalf

Christopher Wong Won
CHRISTOPHER WONG WON,
Individually

Robbie Wong Won
ROBBIE WONG WON, Individually

LIP JOE WEIN MUSIC, INC.

LIP JOE RECORDS, INC.

By *Joseph Weinberger*
JOSEPH WEINBERGER, President

By *Joseph Weinberger*
JOSEPH WEINBERGER, President

Kevin O'Grady
KEVIN O'GRADY, ESQUIRE,
Attorney for JOSEPH WEINBERGER

Douglas D. Stratton
DOUGLAS D. STRATTON, ESQUIRE
Attorney for CHRISTOPHER WONG WON
and ROBBIE WONG WON

** TOTAL PAGE 04 **

RECEIVED JUN-24-2003 16:07 FROM-305 677 8645

TO-WAMPLER BUCHANAN WAL PAGE 004

RECEIVED JUN-24-2003 15:29 FROM-

TO-WAMPLER BUCHANAN WAL PAGE 004

Return to: (enclose self-addressed stamped envelope)

Name: Kevin O'Grady

Address:

P.O. Box 1900
Fort Lauderdale, Florida 33302

This Instrument Prepared by: Kevin J. O'Grady

Ruden, McClosky, Smith
Schuster & Russeil, P.A.
200 East Broward Boulevard
15th Floor
Fort Lauderdale, Florida 33301

Grantee S.S. No. _____ (Name)

Grantee S.S. No. _____ (Name)

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

Property Appraiser's
Parcel Identification No. 30-2002-003-0200

Special Warranty Deed (STATUTORY FORM-SECTION 689.02, F.S.)

This Indenture, Made this 8 day of July, 2003, BETWEEN Christopher Wong-Won and Robbie Wong-Won, his wife, of the County of Miami Dade, State of Florida, grantor*, and Joseph Weinberger whose post office address is 6157 NW 167th Street, Suite F-17, of the County of Miami-Dade, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami Dade County, Florida, to wit:

LOT 8, BLOCK 9, COUNTRY CLUB OF MIAMI ESTATES, SECTION THREE, according to the Plat thereof, as recorded at Plat Book 77, at Page 44, of the Public Records of Miami-Dade County, Florida

Street Address: 6740 Royal Melbourn Drive, Hialeah, Miami-Dade County, Florida 33015

This conveyance is subject to:

1. Real property taxes and assessments for the years 2002 and subsequent years..
2. Mortgage between Christopher Wong-Won and Robbie Wong-Won and Joseph Weinberger, dated October 6, 1995 and recorded at Official Records Book 17039, Page 1649. It is the express intention of grantor by his execution of this Deed and the express intention of the grantee by acceptance and recordation of this Deed that this Mortgage shall not merge into the estate created by this deed but, rather, said Mortgage shall remain in full force and effect until otherwise satisfied of record.
3. Mortgage between Christopher Wong-Won and Robbie Wong-Won and Banc One Financial Services, Inc. dated November 17, 1988, recorded in Official Records Book 18356, Page 4421 and assignment of said Mortgage to Household Finance Corporation III by assignment recorded July 18, 2000 in Official Records Book 19198, Page 4943 and subsequent assignment to Joseph Weinberger of July 2003 to be recorded contemporaneously with this Deed. It is the express intention of the grantor by his execution of this Deed and the express intention of the grantee by his acceptance and recordation of this Deed that this Mortgage shall not merge into the estate created by this Deed but, rather, said Mortgage shall remain in full force and effect until otherwise satisfied of record.
4. Terms, conditions, restrictions and easements appearing on the Plat of the Country Club of Miami Estates, Section III, a subdivision according to the plat thereof and recorded in Plat Book 77, Page 4 of the Public Records of Miami-Dade County, Florida and surveyor's affidavit of Donald W. MacIntosh pertaining to the plat recorded June 11, 1968 under Clerk File No. 68R99686 and in Official Records Book 5978, Page 589.

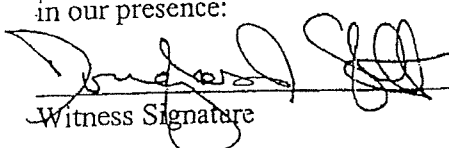
5. Terms, conditions, restrictions, obligations and assessments created by Declaration of Protective Covenants recorded in Official Records Book 3987, Page 489.
6. Agreement between Country Club of Miami and Leonard J. Nichols the UM Carrier as Trustees, said Agreement dated December 30, 1971 and recorded in Official Records Book 7509, Page 791.
7. Terms, conditions, covenants, restrictions, obligations and assessments created by Second Revised Declaration of Protective Covenants recorded under Clerk File No. 81R321868 and in Official Records Book 11302, Page 701 and Third Revised Declaration of Protective Covenants recorded in Official Records Book 14024, Page 1929.
8. Memorandum and Ordinance No. 77-18 recorded in Official Records Book 9651, Page 1547.
9. Resolution No. R-726-91 pertaining to assessments known as Country Club of Miami Golf Course and Acquisition/Refurbishment Special Taxing District recorded July 22, 1991 in Official Records Book 15116, Page 3084.

And said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

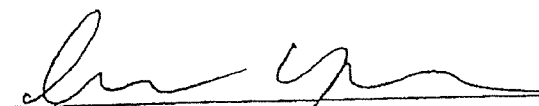
* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

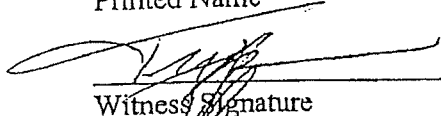
Signed, sealed and delivered
in our presence:



Witness Signature

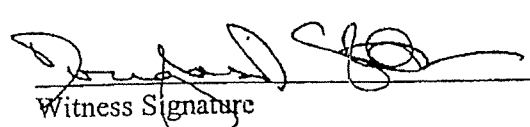
 (L. S.)
CHRISTOPHER WONG-WON

DOUGLAS D STRATTON
Printed Name

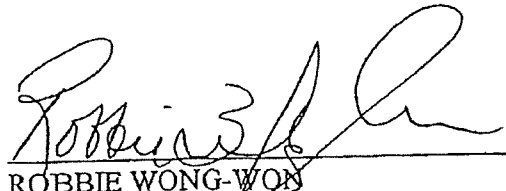


Witness Signature

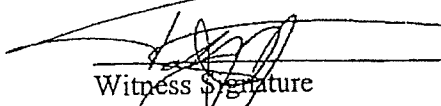
TIMOTHY HOGLE
Printed Name



Witness Signature

 (L. S.)
ROBBIE WONG-WON

DOUGLAS D. STRATTON
Printed Name



Witness Signature

TIMOTHY HOGLE
Printed Name

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI DADE

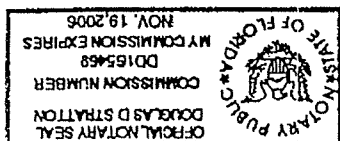
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by CHRISTOPHER WONG-WON, who is personally known to me or ~~who has produced~~ _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of July, 2003.

Douglas D Stratton
Notary Public State of Florida at Large

DOUGLAS D STRATTON
Typed, printed or stamped name of Notary Public

My Commission Expires:



STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by ROBBIE WONG-WON, who is personally known to me or ~~who has produced~~ _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of July, 2003.

Douglas D Stratton
Notary Public State of Florida at Large

DOUGLAS D STRATTON
Typed, printed or stamped name of Notary Public

My Commission Expires:

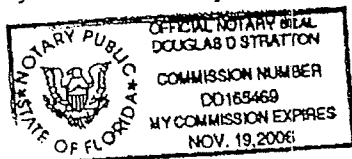


EXHIBIT E



UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION

FILED IN
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF ALABAMA
NORTHERN DISTRICT
01 AUG 17 PM 2:33
THIS CASE ASSIGNED TO
UNITED STATES BANKRUPTCY JUDGE

In re:

MARK D. ROSS,

Debtor.

Chapter 7

Case No. 00-43637-JSS-7

Lil' Joe Records,

Plaintiff,

Adv. Proc. No. AP01-40186

vs.

Mark D. Ross,

Defendant

SETTLEMENT AGREEMENT

The Settlement Agreement (hereinafter "Settlement Agreement") entered into as of this ^{10th}
^{AVGUST}
day of ~~July~~, 2001, by and between Plaintiff, Lil' Joe Records, Inc. (hereinafter "Lil' Joe Records"
or "Plaintiff"), and Mark D. Ross (hereinafter "Debtor"), (Lil' Joe Records and the Debtor
collectively referred to as "the Parties").

(M)
MR

This Settlement Agreement is entered into on the basis of the following recitals of fact:

RECITALS

WHEREAS on November 22, 2000, the Debtor filed a petition for relief under Chapter 7 of
the United States Bankruptcy Code.

WHEREAS shortly thereafter, Rocco J. Leo was appointed the duly qualified Chapter 7
Trustee.

A TRUE AND CORRECT COPY
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
BY: *Melissa Wilson*
DEPUTY CLERK

(M)
MR

Case No. 00-43637-JSS-7
Adv. Proc. No. AP01-40186

WHEREAS on April 3, 2001, Lil' Joe Records filed an adversary proceeding against the Debtor objecting to the Debtor's discharge and to determine certain debts owed to Lil' Joe Records to be non-dischargeable under 11 U.S.C. § 523 (a) and §727(a).

WHEREAS the Debtor admits that the Plaintiff is entitled to a judgment of non-dischargeability in the amount of \$75,000.00 and Plaintiff has agreed to voluntarily dismiss the causes of action objecting to the Debtor's discharge.

WHEREAS in lieu of litigating the adversary proceeding, the Parties have mutually agreed to resolve the adversary proceeding pursuant to the terms and conditions of this Settlement Agreement to avoid the costs and risks associated with further litigation.

NOW THEREFORE, in consideration of the terms and conditions stated below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and stipulate as follows:

1. **Correctness of Recitals.** The recitals written above are true and correct and incorporated herein and are material provisions of this Settlement Agreement.
2. **Advice of Counsel.** The Parties to this Settlement Agreement acknowledge that they have received the advice of independent legal counsel. The Parties executing this Agreement do so with the full knowledge of its significance and with the express intent of effecting its legal consequences.
3. **Settlement of Claims.** In settlement of the Adversary Proceeding, the Parties agree to the following:

V3510 D288 Page 2

Case No. 00-43637-JSS-7
Adv. Proc. No. AP01-40186

a. The Debtor consents to the entry of a judgment of non-dischargeability against the Debtor in the amount of \$75,000.00, in the form attached hereto and incorporated herein by reference, (the "Judgment") for which sum let execution issue.

b. Moreover, the Debtor agrees that he will not individually, or in concert with other members of the former The 2 Live Crew, use either the name "The 2 Live Crew" or some substantially similar name such as "Formally The 2 Live Crew" or a similar group name such as, but not limited to, "The Crew" or use either part or all of the initials of The 2 Live Crew or a similar name.

c. Also, the Debtor agrees not to re record or sample (or use the same samples used in any albums previously recorded by The 2 Live Crew) any recordings previously made by The 2 Live Crew without the express written consent of Lil' Joe Records, which consent may be withheld for any reason.

d. The Debtor agrees not to record in any entertainment media or sound recording with all or any one or more of the original artists of The 2 Live Crew, Chris Wong Won, Luther Campbell or David Hobbs without the express written consent from Lil' Joe Records, which consent may be withheld for any reason.

e. The Debtor agrees not to interfere with any business relationships between any third parties, (including but not limited to Sterling Brooks), and Lil' Joe Records, including but not limited to, providing any such third parties any information concerning Joseph Weinberger personally, Lil' Joe Records, or any employees of Lil' Joe Records that may prejudice the reputation of such entities in the community. If required to provide such information under a valid court order

V3510 D288 Page 3



Case No. 00-43637-JSS-7
Adv. Proc. No. AP01-40186

or subpoena, the Debtor shall provide the undersigned with adequate notice to interpose an objection, if necessary.

f. The Debtor consents to the entry of an injunction without a bond for any and all misconduct in violation of the above by recording, sampling, using the name The 2 Live Crew, or recording with all or any one or more of the members of The 2 Live Crew as described in paragraphs 3(b) ,(d) and (e), without express written consent from Lil' Joe Records.

g. Debtor acknowledges that, other than his writer's performance rights with Broadcast Music, Inc. ("BMI") in the United States, he has no rights (master or publishing) to any previous recordings owned by Lil' Joe Records, Inc. and Lil Joe Wein Music, Inc. and The 2 Live Crew name which were previously owned by Luther Campbell and Luke Records/Pac Jam Publishing as Debtor was previously paid in full for these rights by Luther Campbell and Luke Records, Inc. in 1992. Additionally, Debtor has no rights (master or publishing) in any other recordings owned by Lil' Joe Records, Inc.

h. The parties agree that this document may be recorded in the public records.

i. In the event of any non-compliance with the provisions set forth in paragraph 3(a) through (f) of this Settlement Agreement, Lil' Joe Records shall be entitled to an amended non-dischargeable judgment in the amount of \$600,000.00, the amount of damages affiliated with rejection of the Exclusive Recording Agreement, by filing an ex parte motion to amend the judgment together with an affidavit of non-payment except that Lil' Joe Records shall not be entitled to an amended judgment if it has agreed to compromise and settle the amount of the judgment and satisfied the judgment in connection therewith.

V3510 D288 Page 4



Case No. 00-43637-JSS-7
Adv. Proc. No. AP01-40186

j. The Debtor may satisfy the amount of the Judgment or the Amended Judgment and pay such additional amounts to be negotiated by the parties in good faith if the Debtor, in concert with Luther Campbell, David Hobbs, and Christopher Wong Won, perform and deliver one The 2 Live Crew reunion album for Lil' Joe Records' exclusive use and distribution before the year 2005 provided album is deemed satisfactory to Lil' Joe Records. This right may be assigned by Lil' Joe Records to any third party within its discretion.

k. In consideration of the foregoing, Lil' Joe Records agrees to voluntarily dismiss its causes of action against the Debtor under 11 U.S.C. §727.

4. **Court Approval.** The Settlement Agreement is expressly conditioned upon Bankruptcy Court approval. The Parties shall promptly seek the entry of an order approving the Settlement Agreement and dismissing the Adversary Proceeding with prejudice from the Bankruptcy Court (the "Approval Order").

5. **Best Efforts.** The Parties shall use their best efforts to obtain an Approval Order. Without limiting the foregoing, none of the Parties hereto shall take, or cause any persons or entities to take, any actions calculated or intended to decrease the likelihood of obtaining such Approval Order.

6. **Jurisdiction.** The Bankruptcy Court shall retain jurisdiction to enforce the terms of the Settlement Agreement and shall have exclusive jurisdiction to resolve any disputes or controversies in connection therewith.

7. **Fax Counterparts.** This Settlement Agreement may be executed in separate counterparts and facsimile signatures may be sent with originals to follow.

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Case No. 00-43637-JSS-7
Adv. Proc. No. AP01-40186

8. **Entire Stipulation.** This Settlement Agreement constitutes the entire agreement among the parties hereto and supercedes all prior stipulations, understandings, negotiations and discussions, both written and oral, among the Parties hereto with respect to the subject matter hereof, all of which prior stipulations, understandings, negotiations and discussions, both written and oral, are merged into this Settlement Agreement.

9. **Time is of Essence.** Time is of the essence under this Settlement Agreement and each of the transactions contemplated to be consummated hereunder.

10. **No Oral Modifications.** No waiver or modification of a term or condition of this Settlement Agreement shall be valid or binding, unless it is in writing and executed by each of the Parties to the Settlement Agreement and approved by the Bankruptcy Court.

11. **Binding Effect.** This Settlement Agreement shall be jointly and severally binding upon the Parties hereto and their respective relatives, heirs, executors, administrators, trustees, beneficiaries, predecessors, successors, assigns, members, affiliated and related entities, officers, directors, agents, servants, employees, representatives, attorneys and insurers. Furthermore, this agreement shall inure to the benefit of the Parties hereto and their respective relatives, heirs, executors, administrators, trustees, beneficiaries, predecessors, successors, assigns, members, affiliated and related entities, officers, directors, agents, servants, employees, representatives, attorneys and insurers.

12. **Costs and Attorneys' Fees.** The Parties hereto acknowledge and agree that each of them shall bear his or its own costs, expenses and attorneys' fees arising out of or connected with the negotiation, drafting and execution of this Settlement Agreement, as well as the prosecution and/or defense of the contested matter or adversary proceeding herein. In the event, however, that

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Case No. 00-43637-JSS-7
Adv. Proc. No. AP01-40186

any action is brought by any party hereto to enforce this Settlement Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in connection therewith.

13. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida without regard to conflict of law principles thereunder.

IN WITNESS THEREOF, the undersigned parties have executed this Settlement Agreement this 10th day of August, 2001.

Lil' Joe Records, Inc.

By: Joseph Weinberger
Joseph Weinberger, President

Mark D. Ross
Mark D. Ross
Debtor/Defendant

V3510 D238 Page 7

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION

In re:

Chapter 7

MARK D. ROSS,

Case No: 00-43637-JSS-7

Debtor.

Lil' Joe Records,

Plaintiff,

Adv. Proc. No. AP01-40186

vs.

Mark D. Ross,

Defendant

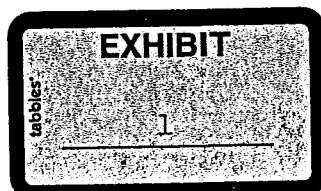
AGREED NONDISCHARGEABLE FINAL JUDGMENT AGAINST MARK D. ROSS

THIS MATTER came before the Court on Plaintiff's Motion for Entry of Nondischargeable Final Judgment against the Defendant, Mark D. Ross. The Court, having reviewed the Motion and being duly advised in the premises and having found there is no just reason for delay, the Court determines that there is an express direction for the entry of a final judgment against Defendant, Mark D. Ross. Therefore, it is

ORDERED as follows:

1. Plaintiff, Lil' Joe Records, shall have and recover from Defendant, Mark D. Ross, \$75,000.00 for which amount let execution issue forthwith.

V3510 D288 Page 8



Case No. 00-43637-JSS-7
Adv. Proc. No. AP01-40186

2. The full amount of this judgment \$75,000.00 is hereby declared to be non-dichargeable.

3. The Defendant's last known address is Mark D. Ross, 601 Shorter Avenue, Attalla, AL 35954 and his Social Security Number is 110-58-0345.

4. Plaintiff, Lil' Joe Records, Inc., last know address is 6157 NW 167th Street, F-17 Miami, FL 33015.

5. The Court reserves jurisdiction to enter any further orders or take any other actions that may be necessary in connection with this matter.

DONE AND ORDERED in the Northern District of Alabama on _____, 2001.

HONORABLE JAMES S. SLEDGE
UNITED STATES BANKRUPTCY JUDGE

Copies furnished to:
Frank P. Terzo, Esquire
John W. Jennings, Esquire
Mark D. Ross

V3510 D288 Page 9

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000.

DOCUMENT COVER SHEET

For Recordation of Documents
UNITED STATES COPYRIGHT OFFICE

DATE OF RECORDATION (Assigned by Copyright Office) ~~APR 8 2004~~
MAY 12 2004 Year

Volume 3570 Page 289
Volume _____ Page _____

FUNDS RECEIVED _____

Do not write above this line.

To the Register of Copyrights:

Please record the accompanying original document or copy thereof.

FOR OFFICE USE ONLY

1 Name of the party or parties to the document spelled as they appear in the document (List up to the first three)
Mark D. Ross
aka Marquis Ross, aka Mark Ross

2 Date of execution and/or effective date of the accompanying document
____ (month) ____ (day) ____ (year)

3 Completeness of document
 Document is complete by its own terms.
 Document is not complete. Record "as is."

4 Description of document
 Transfer of Copyright
 Security Interest
 Change of Name of Owner
 Termination of Transfer(s) [Section 304]
 Shareware
 Life, Identity, Death Statement [Section 302]
 Transfer of Mask Works

Other Certification of
Judgment, Amended Final
Judgment and Permanent In-
junction, Consent Judgment and
Settlement Agreement

5 Title of first work as given in the document See Addendum herewith

6 Total number of titles in document _____

7 Amount of fee calculated
\$ 430.00

8 Fee enclosed
 Check
 Money Order

Fee authorized to be charged to:
Copyright Office DA081523
Deposit Account number _____
Account name LIL' JOE WEIN MUSIC, INC.

9 Affirmation*: I hereby affirm to the Copyright Office that the information given on this form is a true and correct representation of the accompanying document. This affirmation will not suffice as a certification of a photocopy signature on the document. (Affirmation must be signed even if you are also signing Space 10.)

[Signature]
Signature April 8, 2004
Date (305) 362-8900 / (305) 822-1122
Phone Number Fax Number

10 Certification*: Complete this certification in addition to the Affirmation if a photocopy of the original signed document is substituted for a document bearing the actual signature.

NOTE: This space may not be used for an official certification.
I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.
[Signature]
Signature LIL' JOE WEIN MUSIC, INC.
Duly Authorized Agent of:
April 8, 2004
Date

Recordation will be mailed in window envelope to this address:

Name	<u>LIL' JOE WEIN MUSIC, INC.</u>
Number/Street/Apt	<u>6157 N.W. 167th Street, F-17</u>
City/State/ZIP	<u>Miami, Florida 33015</u>

YOU MUST:
• Complete all necessary spaces
• Sign your Cover Sheet in Space 9
SEND ALL ELEMENTS TOGETHER:
1. Two copies of the Document Cover Sheet
2. Check/money order payable to Register of Copyrights
3. Document
MAIL TO:
Library of Congress, Copyright Office
Documents Recordation Section, LM-462
101 Independence Avenue, S.E.
Washington, D.C. 20559-6000

Fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000.

*Knowingly and willfully falsifying material facts on this form may result in criminal liability. 18 U.S.C. §1001.



Certificate of Recordation

This is to certify that the attached document was recorded
in the Copyright Office on the date and in the place shown below.

This certificate is issued under the seal of the
United States Copyright Office.

DATE OF RECORDATION

12May04

VOLUME

DOC. NO.

3510

289

VOLUME

DOC. NO.

Marybeth Peters

Register of Copyrights and
Associate Librarian for Copyright Services

V3510 D289



V3510 D289 Page 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION

In re MARK D. ROSS,

Debtor,

LIL' JOE RECORDS, Inc.

:Plaintiff,

vs.

MARK D. ROSS,

Defendant.

Case No.: 00 43637 JSS7
Chapter 7

Adv. Proc. No.: 01 40186 JSS

FEB 05 2003
ENTERED
UNITED STATES
BANKRUPTCY COURT
ANNISTON, ALA.
BH
DEPUTY CLERK

AMENDED FINAL JUDGMENT
and
PERMANENT INJUNCTION

A TRUE AND CORRECT COPY
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
BY *Melina J. Wilson*
DEPUTY CLERK

THIS CAUSE having come on to be heard by this Court on January 15, 2003, on the Rule to Show Cause issued by this Court on November 26, 2002, argument of counsel having been heard, evidence having been taken and the Court being fully advised in the premises, it is hereby:

ADJUDGED:

1. On or about August 10, 2001, the Plaintiff in this adversary, Lil' Joe Records, Inc. and the Debtor, Mark D. Ross, entered into a Settlement Agreement executed by the parties and submitted to the Court for approval by Motion dated August 16, 2001.
2. On September 17, 2001, after proper notice and opportunity to be heard, this Court entered its Consent Judgment (docketed September 21, 2001), which, *inter alia*, ordered and decreed that the terms and conditions of the Settlement Agreement were incorporated in the

Court's Consent Judgment by reference. Paragraph 3(b) through (d) of the Settlement Agreement provided, and the Court, by reference, ordered:

b. Moreover, the Debtor agrees that he will not individually, or in concert with other members of the former The 2 Live Crew, use either the name "The 2 Live Crew" or some substantially similar name such as "Formally The 2 Live Crew" or a similar group name such as, but not limited to "The Crew" or use either part or all of the initials of The 2 Live Crew or a similar name.

c. Also, the Debtor agrees not to ~~re~~ record or sample (or use the same samples used in any albums previously recorded by The 2 Live Crew) any recordings previously made by The 2 Live Crew without the express written consent of Lil' Joe Records, which consent may be withheld for any reason.

d. The Debtor agrees not to record in any entertainment media or sound recording with all or any one or more of the original artists of The 2 Live Crew, Chris Wong Won, Luther Campbell or David Hobbs without the express written consent from Lil' Joe Records, which consent may be withheld for any reason.

3. Movant, Lil' Joe Records, Inc. has proven that, subsequent to entering of the Consent Judgment, Debtor Ross has performed musical acts with former "The 2 Live Crew" member David Hobbs. Debtor Ross did so knowingly in violation of the Consent Judgment.

4. Furthermore, Movant has proven that Debtor Ross participated in authoring, registering with the performing arts society Broadcast Music, Inc., and recording thirteen (13) musical compositions with David Hobbs during the year 2002. Debtor Ross did so in knowing violation of the Consent Judgment.

5. Furthermore, Movant Lil Joe Records, Inc. has proven that the recordings by Mark Ross made with former "The 2 Live Crew" member David Hobbs, have been publicly sold on a CD recording marked "DJ Mr. Mixx of the original 2 Live Crew".

V3510 D289 Page 2

6. Mark D. Ross admitted to his performance with former "The 2 Live Crew" member David Hobbs, his writing, registration, recording, public sale and live performance in knowing contravention of this Court's Consent Judgment.

WHEREFORE, IT IS ORDERED AND ADJUDGED

A. Pursuant to the terms of the Settlement Agreement as adopted by this Court's Consent Judgment, Judgment is hereby entered in favor of Lil' Joe Records, Inc. against Mark D. Ross in the amount of SIX HUNDRED THOUSAND and 00/100 (\$600,000) DOLLARS and that sum is hereby DECLARED NON-DISCHARGEABLE pursuant to 11 U.S.C. § 523(a)(2).

B. Furthermore, Debtor Mark D. Ross is PERMANENTLY ENJOINED from:

1. Individually, or in concert with other members of the former The 2 Live Crew, using either the name "The 2 Live Crew" or some substantially similar name such as "Formally The 2 Live Crew" or a similar group name such as, but not limited to "The Crew" or use either part or all the initials of The 2 Live Crew or a similar name.

2. Rerecording or sampling (or using the same samples used in any albums previously recorded by The 2 Live Crew) any recordings previously made by the The 2 Live Crew without the express written consent of Lil' Joe Records, which consent may be withheld for any reason.

3. Recording in any entertainment media or sound recording with all or any one or more of the original artists of The 2 Live Crew, Chris Wong Won, Luther Campbell or David Hobbs without the express written consent from Lil' Joe Records, which consent may be withheld for any reason.

4. Interfering with any business relationships between any third parties, (including but not limited to Sterling Brooks), and Lil' Joe Records, including but not limited to, providing any such third parties any information concerning Joseph Weinberger personally, Lil' Joe Records, or any employees of Lil' Joe Records that may prejudice the reputation of such entities in the community. If required to provide such information under a valid court order or subpoena, the Debtor shall provide Lil' Joe Records, Inc. with adequate notice to interpose an objection if necessary.

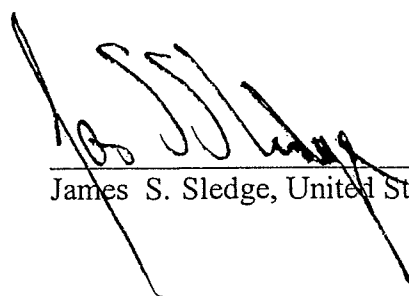
C. All terms of the Settlement Agreement and Consent Order remain in full force and effect except as specifically amended herein.

H. It is further ordered and directed that the Clerk of this Court shall send a copy of this Judgment through the United States Mail to each of the following (which shall be sufficient service and notice hereof):

The Plaintiff; the Defendant, and their respective counsel.

DONE AND ORDERED in Anniston, Alabama this 4th day of

February, 2003.


James S. Sledge, United States Bankruptcy Judge

COPIES MAILED TO ALL
PARTIES STATED IN ORDER

Ysh
2-5-03

V3510 D289 Page 4

Copies Furnished:

Lil' Joe Records, Inc.
6157 NW 167th Street
Suite F-17
Miami, FL 33015

Mark D. Ross

SSAN: 110-58-0345

Kevin J. O'Grady, Esquire
Ruden, McClosky, Smith, Schuster & Russell, P.A.
200 East Broward Boulevard
P.O. Box 1900
Fort Lauderdale, FL 33301
Attorneys for Lil' Joe Records, Inc.

Jay M. Spillane, Esquire
Fox & Spillane, LLP
1880 Century Park East, Suite 1114
Los Angeles, CA 90067
Attorneys for Mark D. Ross

Harry Long, Esquire
P.O. Box 1468
Anniston, AL 36202
Attorney for Mark D. Ross

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United States Bankruptcy Court
Northern District of Alabama, Eastern Division

IN RE:

LIL' JOE RECORDS

DEBTOR(S)

LIL' JOE RECORDS

PLAINTIFF(S)

VS

MARK D. ROSS

DEFENDANT(S)

} ADV. PROCEEDING #01-40186
} BK. CASE #00-43637
} CHAPTER 7

CERTIFICATION OF JUDGMENT

I, Richard K. Mauk, Acting Clerk of the above-named Court do hereby certify the annexed to be a true and correct copy of the original judgment entered in the above entitled proceeding on February 5, 2003, as it appears of record in this office, and that no notice of appeal from the said judgment has been filed in this office and the time for appeal commenced to run on February 5, 2003.

(Seal)
[Seal of the U.S. Bankruptcy Court]

Richard K. Mauk, Acting Clerk
Clerk, U. S. Bankruptcy Court

By: Barbara Haynes
Deputy Clerk

Date of issuance: April 22, 2003

When no notice of appeal from the judgment has been filed, insert "no notice of appeal from the said judgment has been filed in this office and the time for appeal commenced to run on [insert date] upon the entry of the judgment". If an appeal was taken, insert "a notice of appeal from the said judgment was filed in this office on [insert date] and the judgment was affirmed by mandate of the Appellate Court issued [insert date]" or "a notice of appeal from the said judgment was filed in this office on [insert date] and the appeal was dismissed by the Appellate Court on [insert date]"

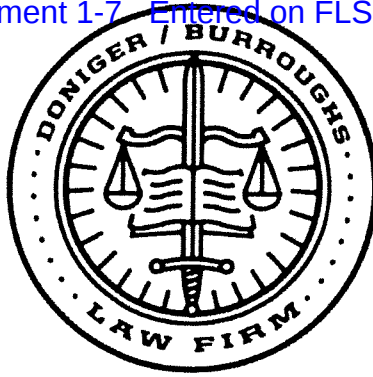
V3510 D289 Page 6

A TRUE AND CORRECT COPY
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
BY Melissa J. Wilson
DEPUTY CLERK

EXHIBIT F

Attorneys admitted in
California, New York,
Texas, Pennsylvania, and
Maine

Sender's contact:
scott@donigerlawfirm.com
(310) 590-1820



Doniger / Burroughs Building
603 Rose Avenue
Venice, California 90291

Doniger / Burroughs NY
231 Norman Avenue, Suite 413
Brooklyn, New York 11222

November 4, 2020

DELIVERED VIA FIRST-CLASS MAIL (RETURN RECEIPT REQUESTED AND ELECTRONIC MAIL WHERE INDICATED)

<p>BMG Right Management US, LLC Music of Evergreen Music of Ever Hip Hop Evergreen Copyright Acquisition, LLC Evergreen Talented Songwriters, LLC Evergreen GF Country Music, LLC Evergreen Pop and Alternative, LLC Evergreen Hip Hop, LLC (formerly Evergreen Hammer, LLC) One Park Avenue, 18th Floor New York, NY 10016 towens@evergreencopyrights.com jan.simeon@bmgchrysalis.com</p>	<p>Lil' Joe Records, Inc. Lil' Joe Wein Music, Inc. Joseph Weinberger Lil' Joe Records XR-100 Lil' Joe Records XR-101 Lil' Joe Records XR 107 6157 NW 167th Street Suite F-17 Hialeah, FL 33015-4356 ljrwrred@aol.com</p>	<p>Warner Music Group / Atlantic Records 1633 Broadway New York, NY 10019</p>
<p>Luke Records Luke Skywalker Records, Inc. Luke Records XR-102 Skywalker Records XR-107 Pac-Jam Publishing, Inc. 3436 NW 7th Avenue Miami, FL 33127 LutheriaC@lukerecord.com</p>	<p>Skywalker Records, Inc. Skywalker Records, Inc. 3050 Biscayne Blvd., #307 Miami, FL 33137</p>	<p>Windswept Pacific Entertainment Company Full Keel Music Company Longitude Music Company 347 W 36th St., #1203 New York, NY 10018</p>
<p>Batavia Music / Sydy Music 611 6th Place Washington, DC 20024 averydc@netzero.com</p>	<p>Ackee Music, Inc. 1416 North La Brea Avenue Los Angeles, CA 90028</p>	<p>Chanaysja Music, Inc. PO Box 246644 Pembroke Pines, FL 33024 funkboogieexpress@yahoo.com</p>
<p>Jay-Boy Music Corp. 275 North Middletown Road, Suite 1A Pearl River, NY 10965 copyright@kassner-music.co.uk</p>	<p>Fujipacific Music (USA), Inc. (Dissolved 2009)</p>	

Our Clients: Mark Ross; Luther Campbell; Estate of
Chris Wong Won
Matter: Formal Notice of Termination of
Copyright Pursuant to 17 U.S.C. §203
Copyrighted Work Titles: See below.

To whom it may concern:


This firm represents Mark Ross, Luther Campbell, and the estate of musician Chris Wong Won (collectively, "Clients"). Our Clients control the majority of the rights to certain compositions and sound recordings created and published under the name *2 Live Crew*.^a

We hereby provide formal notice that our Clients are terminating their copyright grants, as detailed hereinbelow, pursuant to 17 U.S.C. §203. Our investigation has revealed that the recipients of this correspondence and the parties identified herein are or were grantees and/or successors-in-title that received a transfer of copyrights related to works created and/or owned by our Clients. Section 203 allows authors and their heirs to terminate copyright transfers within a five-year windown running from thirty-five to forty years after the execution of such transfers or publication of the work(s) transferred. Notably, the "[t]ermination of the grant may be effected notwithstanding any agreement to the contrary, including an agreement to make a will or to make any future grant." 17 U.S.C. §203 (a)(5).

This letter shall serve as notice to those parties identified in **Exhibit A** that our Clients hereby terminate all copyright grants executed and/or entered into by our Clients for the works detailed in **Exhibit A**. At least one of the granting instruments (recording contract) was executed prior to authorship or publication, so the dates of publication shall serve as the effective dates for termination. Where possible, the relevant copyright registration numbers for the works at issue are listed. All titles listed are to be considered inclusive of the copyrights for the sound recording and the underlying compositions for each of the songs on the albums. The titles are also considered inclusive of both the original "explicit" versions and the "clean" versions, remixed or edited or alternate versions, and of the sound recording and composition copyright to all songs therein contained. The dates of effective termination are set forth below in **Exhibit A**.

We certify under the penalty of perjury that the parties terminating the grant(s) at issue control the majority of the works at issue. They comprise the artists that created the works at issue and, pursuant to 17 U.S.C. § 203(a)(2)(B), the heirs to the estate of artist Chris Wong Won. All ownership interests will revert to the original authors or the estate thereof. All rights in the underlying compositions and sound recordings will revert to the authors or the estate thereof. Please return an executed confirmation of this termination as soon as reasonably possible. This is not a full recitation of all outstanding facts and legal issues, and nothing in this letter is meant to or should be construed to waive or limit any rights, claims, or remedies. Please do not hesitate to contact the undersigned if you have any questions regarding the foregoing.

Regards,
DONIGER / BURROUGHS

By: 

Scott Alan Burroughs, Esq.
For the Firm

^a David Hobbs, the remaining member, does not join in this Notice of Termination.

SAB
Encl. – Exhibit A

RECEIVED AND CONFIRMED:

By: _____
Name: _____
Date of Signature: _____

EXHIBIT A
Notice of Termination of Transfer or License Under Section 203

1. I, the undersigned, affirm this termination is made pursuant to 17 U.S.C. § 203.
2. The names and addresses of each grantee or known successor-in-title whose license or transfer is being terminated are set forth hereinbelow:

BMG Right Management US, LLC Music of Evergreen Music of Ever Hip Hop Evergreen Copyright Acquisition, LLC Evergreen Talented Songwriters, LLC Evergreen GF Country Music, LLC Evergreen Pop and Alternative, LLC Evergreen Hip Hop, LLC (formerly Evergreen Hammer, LLC) One Park Avenue, 18 th Floor New York, NY 10016	Lil' Joe Records, Inc. Lil' Joe Wein Music, Inc. Joseph Weinberger Lil' Joe Records XR-100 Lil' Joe Records XR-101 Lil' Joe Records XR 107 6157 NW 167th Street Suite F-17 Hialeah, FL 33015-4356	Warner Music Group / Atlantic Records 1633 Broadway New York, NY 10019
Luke Records Luke Skyywalker Records, Inc. Luke Records XR-102 Skyywalker Records XR-107 Pac-Jam Publishing, Inc. 3436 NW 7th Avenue Miami, FL 33127	Skyywalker Records, Inc. Skyywalker Records, Inc. 3050 Biscayne Blvd., #307 Miami, FL 33137	Windswept Pacific Entertainment Company Full Keel Music Company Longitude Music Company 347 W 36th St., #1203 New York, NY 10018
Batavia Music / Sydy Music 611 6 th Place Washington, DC 20024	Ackee Music, Inc. 1416 North La Brea Avenue Los Angeles, CA 90028	Chanaysja Music, Inc. PO Box 246644 Pembroke Pines, FL 33024
Jay-Boy Music Corp. 275 North Middletown Road, Suite 1A Pearl River, NY 10965	Fujipacific Music (USA), Inc. (Dissolved 2009)	

3. The following works are covered under the grants and agreements being terminated:

Termination No. 1:

Title of Work and Registration Number:	Author(s) Who Executed the Grant Being Terminated:	Publication Date:
THE 2 LIVE CREW IS WHAT WE ARE (Lil' Joe Records, 1987) and all compositions and sound recordings for all songs therein contained. The songs include, but are not limited to:	Authors and/or heirs, inclusive of Mark Ross, Luther Campbell, and the estate of musician Chris Wong Won.	December 1, 1986

<p>1. 2 Live is What We Are / 2 Live Is What We Are... (Word) 2. We Want Some Pussy 3. Check It Out Yall (Freestyle rappin') 4. Get It Girl 5. Throw The 'D' 6. Cut It Up 7. Beat Box (Remix) 8. Mr. Mixx On The Mix!!</p> <p>Registration No(s).: PA0000384476; SR0000360735; et al.</p>		
--	--	--

Effective Date of Termination:	Description of Grant Being Terminated (Title of Agreement or Other Identifying Information) and Date of Execution of Grant Being Terminated:
November 7, 2022	<p>Grant to Skywalker Records, Inc. titled "Recording Agreement," granted January 1, 1987, undated, and executed by Clients.</p> <p>Grant to Lil' Joe Records, Inc. and those grants effectuated thereafter, including without limitation those listed in transfer document V3568D065 (from Lil' Joe Records, Inc. to Evergreen Hip Hop, LLC).</p> <p>All other grants and transfers.</p>

Termination No. 2:

Title of Work and Registration Number:	Author(s) Who Executed the Grant Being Terminated:	Publication Date:
<p>MOVE SOMETHIN' (Lil' Joe Records, 1988) and all compositions and sound recordings for all songs therein contained.</p> <p>The songs include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Introduction 2. Drop The Bomb 3. Move Somethin' 4. Ghetto Bass II 5. With Your Badself 6. Pussy Ass Nigga 	<p>Authors and/or heirs, inclusive of Mark Ross, Luther Campbell, and the estate of musician Chris Wong Won.</p>	<p>March 21, 1988</p>

<p>7. H-B-C 8. S & M 9. Do Wah Diddy 10. Word II 11. Feel Alright Y'all 12. One And One 13. Mega-Mixx II</p> <p>Registration No(s). SR0000359017; PA0001039535; SR0000305983; et al.</p>		
--	--	--

Effective Date of Termination:	Description of Grant Being Terminated (Title of Agreement or Other Identifying Information) and Date of Execution of Grant Being Terminated:
<p>March 21, 2023</p>	<p>Grant to Skyywalker Records, Inc. titled "Recording Agreement," granted January 1, 1987, undated, and executed by Clients.</p> <p>Grant to Lil' Joe Records, Inc. and those grants effectuated thereafter, including without limitation those listed in transfer document V3568D065 (from Lil' Joe Records, Inc. to Evergreen Hip Hop, LLC).</p> <p>All other grants and transfers.</p>

Termination No. 3:

Title of Work and Registration Number:	Author(s) Who Executed the Grant Being Terminated:	Publication Date:
<p>AS NASTY AS THEY WANNA BE (Lil' Joe Records, 1989) and all compositions and sound recordings for all songs therein contained, and AS CLEAN AS THEY WANNA BE</p> <p>The songs on AS NASTY AS THEY WANNA BE include but are not limited to:</p> <ol style="list-style-type: none"> 1. Me So Horny 2. Put Her in the Buck 3. Dick Almighty 4. C'mon Babe 5. Dirty Nursery Rhymes 6. Break it on Down 7. 2 Live Blues 8. I Ain't Bullsittin' 	<p>Authors and/or heirs, inclusive of Mark Ross, Luther Campbell, and the estate of musician Chris Wong Won.</p>	<p>May 1, 1989</p>

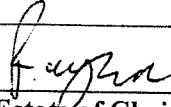
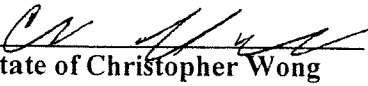
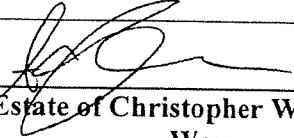
<p>9. Get Loose Now 10. The Fuck Shop 11. If You Believe in Having Sex 12. My Seven Bizzos 13. Get the Fuck out of My House 14. Reggae Joint 15. Fraternity Record 16. Bad Ass Bitch 17. Mega Mixx III</p> <p>The songs on AS CLEAN AS THEY WANNA BE include but are not limited to:</p> <p>1. The Funk Shop 2. C'mon Babe 3. Get Loose Now 4. Coolin' 5. You Got Larceny 6. Me So Horny 7. Pretty Woman 8. My Seven Bizzos 9. City of Boom 10. Mega Mix III 11. Break It on Down</p> <p>Registration No(s).: SR0000353540; PA0000443528; PA0000538346; PA0000443535; PA0000443526; PA0000443527; PA0000443534; PA0000443530; PA0000443532; PA0000443529; PA0000443531; PA0000443525; PA0000443533; SR0000327784 (Clean); et al.</p>		
--	--	--

Effective Date of Termination:	Description of Grant Being Terminated (Title of Agreement or Other Identifying Information) and Date of Execution of Grant Being Terminated:
May 1, 2024	<p>Grant to Skyywalker Records, Inc. titled "Recording Agreement," granted January 1, 1987, undated, and executed by Clients.</p> <p>Grant to Lil' Joe Records, Inc. and those grants effectuated thereafter, including without limitation those listed in transfer document V3568D065 (from Lil' Joe Records, Inc. to Evergreen Hip Hop, LLC).</p> <p>All other grants and transfers.</p>

Signatures in agreement to and confirmation of the foregoing termination:

<p>By: _____ Mark Ross Address: _____ _____ Relationship to Author: Self Signature Date: _____</p>	<p>By: _____ Estate of Christopher Wong Won Name: Roderick Wong Won Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ Signature Date: _____</p>	<p>By: _____ Luther Campbell Address: _____ _____ Relationship to Author: Self Signature Date: _____</p>
<p>By: _____ Estate of Christopher Wong Won Name: Christopher Wong Won, Jr. Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ _____ Signature Date: _____</p>	<p>By: _____ Estate of Christopher Wong Won Name: Leterius Ray Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ _____ Signature Date: _____</p>	<p>By: _____ Estate of Christopher Wong Won Name: Anissa Wong Won Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ _____ Signature Date: _____</p>

Signatures in agreement to and confirmation of the foregoing termination:

<p>By: _____ Mark Ross Address: _____ _____ Relationship to Author: Self Signature Date: _____</p>	<p>By:  Estate of Christopher Wong Won Name: Roderick Wong Won Agent and heir, acting on behalf of Author Christopher Wong Won Address: <u>6834 NW 5th Ave Miami FL 33150</u> Signature Date: <u>10/19/20</u></p>	<p>By: _____ Luther Campbell Address: _____ _____ Relationship to Author: Self Signature Date: _____</p>
<p>By:  Estate of Christopher Wong Won Name: Christopher Wong Won, Jr. Agent and heir, acting on behalf of Author Christopher Wong Won Address: <u>17332 SW 18th St Miramar FL 33029</u> Signature Date: <u>10/19/20</u></p>	<p>By: _____ Estate of Christopher Wong Won Name: Leterius Ray Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ _____ Signature Date: _____</p>	<p>By:  Estate of Christopher Wong Won Name: Anissa Wong Won Agent and heir, acting on behalf of Author Christopher Wong Won Address: <u>6834 NW 5th Ave Miami FL 33150</u> Signature Date: <u>10/19/20</u></p>

Signatures in agreement to and confirmation of the foregoing termination:

<p>By: _____ Mark Ross Address: _____ _____ Relationship to Author: Self Signature Date: _____</p>	<p>By: _____ Estate of Christopher Wong Won Name: Roderick Wong Won Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ Signature Date: _____</p>	<p>By: _____ Luther Campbell Address: _____ _____ Relationship to Author: Self Signature Date: _____</p>
<p>By: _____ Estate of Christopher Wong Won Name: Christopher Wong Won, Jr. Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ _____ Signature Date: _____</p>	<p>By: <u><i>Leterius Ray</i></u> Estate of Christopher Wong Won Name: Leterius Ray Agent and heir, acting on behalf of Author Christopher Wong Won Address: <u>637 Marcilene Terrace</u> <u>Wichita, Ks, 67218</u> Signature Date: <u>10/22/2020</u></p>	<p>By: _____ Estate of Christopher Wong Won Name: Anissa Wong Won Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ _____ Signature Date: _____</p>

<p>By: <u>Mark Ross</u> Mark Ross Address: <u>925 South 6St GADSDEN AL 35901</u> Relationship to Author: <u>Self</u> Signature Date: <u>Oct. 19, 2020</u></p>	<p>By: _____ Estate of Christopher Wong Won Name: <u>Roderick Wong Won</u> Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ Signature Date: _____</p>	<p>By: _____ Luther Campbell Address: _____ Relationship to Author: <u>Self</u> Signature Date: _____</p>
<p>By: _____ Estate of Christopher Wong Won Name: <u>Christopher Wong Won, Jr.</u> Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ Signature Date: _____</p>	<p>By: _____ Estate of Christopher Wong Won Name: <u>Leterius Ray</u> Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ Signature Date: _____</p>	<p>By: _____ Estate of Christopher Wong Won Name: <u>Anissa Wong Won</u> Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ Signature Date: _____</p>

By: _____
Mark Ross
Address: _____
Relationship to Author: Self
Signature Date: _____

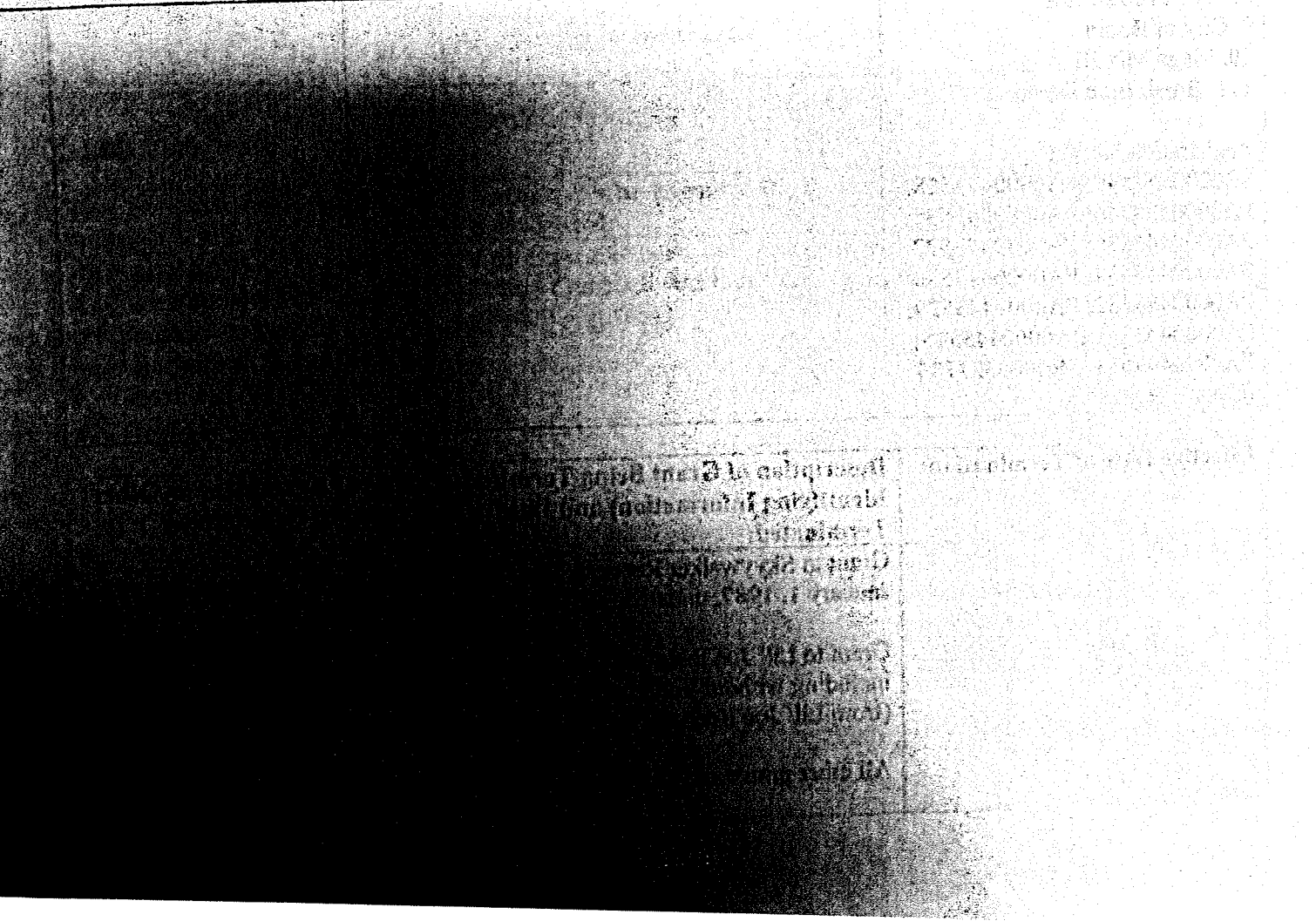
By: _____
Estate of Christopher Wong Won
Name: Roderick Wong Won
Agent and heir, acting on behalf of
Author Christopher Wong Won
Address: _____
Signature Date: _____

By: _____
Luther Campbell
Address: 16571 SW 18 St
MIRAMAR FL 33027
Relationship to Author: Self
Signature Date: _____

By: _____
Estate of Christopher Wong Won
Name: Christopher Wong Won, Jr.
Agent and heir, acting on behalf of
Author Christopher Wong Won
Address: _____
Signature Date: _____

By: _____
Estate of Christopher Wong Won
Name: Leterius Ray
Agent and heir, acting on behalf of
Author Christopher Wong Won
Address: _____
Signature Date: _____

By: _____
Estate of Christopher Wong Won
Name: Anissa Wong Won
Agent and heir, acting on behalf of
Author Christopher Wong Won
Address: _____
Signature Date: _____



2 Live Crew Termination et al Index and Comments

1. Notice Of Termination dated 11/4/2020

David Hobbs did not join in termination. He has been working with me since 2016. When Hobbs came back and I attempted adding him into the 2010 joint venture (see document 15) as contemplated Wong Won left and then Mark Ross quit in 2018 after Wong Won died. The parties are attempting to terminate remixes edits etc which are derivative works (derivative works can not be included). see third paragraph page 2. Luke's signature has no date. Note there are singles from the various albums that have separate SRs and PAS whose SRS and PAS are not specifically included in the termination notice. You would have to check if this notice was ever recorded and whether specific requirements to terminate are met for valid notice.

2. **2 Live Crew First Recording Agreement Skyywalker Records Inc. signed by Campbell, Hobbs, Ross, Wong Won effective 1/1/87.** No work for hire language. Note Skyywalker Records Inc was name between March and June in 1990 so this must have been drafted during that time in 1990 probably by Milton Rothman or Jonathon Black. Contract was for single and options for albums. The Atlantic Records deal was in 1990. Company to own masters 2 d.

3. **Second 2 Live Crew Contracts signed in counterpart in 1991 with Luke Records Inc. (Jacobi)**
a. **Campbell 2/91**
b. **Hobbs/Ross 4/91**
c. **Wong Won 4/91**

Paragraph 5c of each provides works for hire. Paragraph 20 of each contract acknowledges that all prior recordings are works for hire.

4. **Third Contract with Lil' Joe Records, Inc. 3/16/95 Hobbs/ Ross/ Wong Won.** Work for hire language par 5c

5. **Luke Records Inc and Luther Campbell Order Approving Joint Plan Of Reorganization dated 3/22/96 incorporating Letter of Intent see 6.**

Par b recitals ...Weinberger is an independent third-party purchaser and the Letter Of Intent was negotiated in good faith and at arms' length."

Par d recitals Weinberger ...good faith purchaser as that term is defined in 11 USC 363 (m) and ..entitled to all of the protection of a good faith purchaser...

Par 15 Frank P. Terzo ...liquidating trustee of estate of Luke Records. Richard Wolfe liquidating trustee for estate of Luther Campbell.

Par 20. The letter of Intent and the Plan as modified by this order are hereby approved and confirmed and the parties are authorized and directed to perform thereunder.

Par 26. "All the assets to be transferred ...be transferred free and clear of any interest..."

6. **Joint Plan of Reorganization Exhibit A Letter Of Intent 2/96.**

Last sentence of paragraph 1 "Luther Campbell and/or Pac Jam Publishing shall receive no royalties, whether as artist, producer, writer, publisher, or in any other capacity, on any of the masters or compositions being sold."

Page 14 par 6 g "Luther Campbell agrees to execute a release to Joe Weinberger, Lil' Joe Records, Inc. for any and all claims, including the claim for royalties to be paid in the future..."

7. **Luke Records Inc Assignment of Masters To Lil' Joe Records , Inc April 8, 1996.**
Acknowledgment in second to last paragraph Campbell and Luke Records to receive no royalties from the masters.
8. **Luke Records Inc. Copyright Assignment recorded vol 3315 pgs 282-313.**
Acknowledgment by Campbell to receive no royalties. See bold in last paragraph.
9.
 - A. **SR 360-735 2 Live Is What We Are XR 100 Work For Hire marked yes**
 - B. **SR 305-983 Move Somethin XR 101 Work For Hire marked no can be corrected with CA?**
 - C. **SR 359-017 Move Somethin XR 102 Clean Work For Hire marked yes**
 - D. **SR 353-540 As Nasty As They Wanna Be Work For Hire marked yes**
 - E. **SR 327-784 As Clean As They Wanna Be Work For Hire marked yes**
10.
 - A. **PA's and Recordations 2 Live Is What We Are XR 100 work for hire marked no**
 - 1-4. **PA 384 476 2 Live Is What We Are**
 - 5-8. **PA 381 437 We Want Some P---Y!**
 - 9-12 **PA 381 467 Check It Out Yall**
 - 13-16 **PA 1 144 554 Get It Girl**
 - 17-20 **PA 379 539 Throw The D**
 - 21-52 **Recordations Throw The D re sample Dance To The Drummers Beat**
 - 53-56 **PA 384 475 Cut It Up**
 - 57-60 **PA 384 422 Beat Box**
 - 61-64 **PA 407 598 MR Mixx On The Mix**
 - B. **PA's and Recordations Move Somethin XR 101 work for hire marked no**
 - 1-3 **PA 892-115 Intro XR101**
 - 4-12 **PA 364 473 Drop The Bomb corrected to The Bomb Has Dropped and Recordation transferring writers on this song and Bad Ass Bitch**
 - 13-20 **PA 364 469 Move Somethin and writers agreement**
 - 21-26 **PA 364 570 Ghetto Bass II and writers agreement**
 - 27-32 **PA 364 479 With Your Bad Self and writers agreement**
 - 33-38 **PA 364 478 Pussy Ass Nigga and songwriters agreement**
 - 39-46 **PA 364 003 Head, Booty And Cock and songwriters agreement**
 - 47- 52 **Releases regarding joke samples**
 - 53-55 **PA 881-657 Do Wah Diddy verses only**
 - 56-61 **PA 364 480 Word II and songwriters agreement**
 - 62-63 **PA 364 004 Feel Alright Y'all**
 - 64-65 **PA 400 849 One On One**
 - 66-67 **PA 368 370 Mega Mixx II**
 - C. **PA's and Recordations Move Somethin Clean XR 102 Work for hire marked no**
 - 1-3 **PA 1-039-530 Introduction XR102 Clean**
 - 4-7 **PA 1-244-030 Drop The bomb**
 - 8-10 **PA 1-039-535 Move Somethin'**
 - 11-13 **PA 1-039-531 Ghetto Bass II**

14-16 PA 1-039-534 With Your Badself
17-19 PA 928-504 Do Wah Diddy
20-22 PA 1-039-533 Word II
23-25 PA 1-039-532 Feel Alright Yall
26-28 PA 1-244-031 Mega Mixx II

D. PA's and Recordations As Nasty As They Wanna Be XR 107 Work for Hire marked no

1-8 PA 445 026 Me So Horny and Recordation transferring writers from Williams
9-12 PA 443 525 Put Her In The Buck
13-16 PA 443 526 Dick Almighty
17-20 PA 445 022 C'mon Babe
21-24 PA 443 527 Dirty Nursery Rhymes
25-28 PA 445 025 Break It On Down
29-32 PA 413 528 2 Live Blues
33-36 PA 443 529 I Ain't Bullshittin'
37-40 PA 445 023 Get Loose Now
41-44 PA 443 530 The Fuck Shop
45-48 PA 442 892 The Fuck Shop
49-52 PA 443 531 If You Believe In Having Sex
53-56 PA 445 028 My Seven Bizzos
57-60 PA 443 532 Get The Fuck Out Of My House
61-64 PA 450 580 Get The Fuck Out Of My House
65-68 PA 443 533 Reggae Joint
69-72 PA 443 534 Fraternity Record
73-75 PA 443 535 Bad Ass Bitch
75-79 PA 450 515 Bad Ass Bitch
80-88 PA538 346 and recordation transferring writers publishing Reed Avery
89-92 PA 445 030 Mega Mixx III
93-96 PA 445 024 Coolin'

F. PA's and Recordations As Clean As They Wanna Be XR 108 Work for hire marked no

1-3 PA 881 627 The Funk Shop
4-6 PA 881-630 C'mon Babe
7-9 PA 881-631 Get Loose Now
10-12 PA 881-632 Coolin'
13-16 PA 445 027 You Got Larceny
17-27 PA 881-628 Me So Horny And Recordation that Universal has no interest
28-30 PA 881-625 Pretty Woman words
31-33 PA 881-629 My Seven Bizzos
34-37 PA 445 029 City Of Boom
38-40 PA 881-626 Mega Mixx III
41-43 PA 881-633 Break It On Down

11. Lil' Joe Records to Lil' Joe Wein Music Transfer PA's Vol 3419 pgs 58-70 February 24, 1998

12. Christopher Wong Won

- A. **Final Default Judgment and Permanent Injunction as to Lawrence Wong Won 02-22629 King 10/22/2002.** Wong Won fraudulent transfer of mark voided.
- B. **Christopher Wong Won Settlement Agreement State Ct Dade 02-05481 CA 25.** This was a foreclosure of Wong Won's house. Par 3 Wong Won releases any rights to works conveyed to Lil' Joe Records from Luke Records and Luther Campbell and any works created for Lil' Joe Records, Inc.
- C. **Christopher Wong Won General Release and Transfer 7/12/2003 Recorded Vol 3514 pgs 948-950.....par 2... all present and future copyrights..par 6 d all rights to terminate**
- D. **Wong Won Preliminary Injunction 06-21958 Hoeveler 8/15/2006.**
- E. **Wong Won Permanent Injunction 06-21958 Hoeveler 12/20/2006.** Mr. 2 Live etc enjoined. Par 5 anti-semitic ...consumer protests etc

13. Mark Ross

- A. **Recordation of Copyright Transfer August 1993 Vol 3419 pgs 58-70.** Par 2 a present and future copyrights. Par 6d all rights to terminate.
- B. **Bankruptcy Recorded Vol 3510 pgs 287-289**
 - 1. **Consent Judgment 9/17/2001** approves settlement agreement in 2.
 - 2. **Settlement Agreement 8/10/2001** settling adversary proceeding. Approved in consent judgment. par 3b "...agrees that he will not individually, or in concert with other members of the former The 2 Live Crew, use either the name "The 2 Live Crew" or similar group name such as, but not limited to, "The Crew" or use either part or all of the initials of The 2 Live Crew or a similar name." Paragraph 13 Florida law to govern.
 - 3. **\$600,000.00 Amended Judgment 2/4/2003. Violation of 1 and 2. Judgment increased to 600,000.00. Permanent injunction using name or any form. See B1-3.**
- 14. Lil' Joe Wein Music sale of PA's to Evergreen (now BMG) June 2008 Recorded Vol 3568 p117, 3568 p118
- 15. Wong Won And Ross Joint Venture with Lil' Joe Records 2/10/2010.
Par 10. Works for hire. Pars 17 d-h reimpose restrictions on Ross and Wong Won on use of name upon end of term which ended with their breaches. Agreement says would refrain from enforcing if comply with agreement. See 17 d as to Ross and and 17 e for Wong Won. Ross judgment reduced upon commercial release of albums. There were no commercial albums released.
- 16. Wong Won And Ross Agreement 9/25/2013 New Producers and Writers for First Album
- 17. Wong Won Refusal To Work and other violations
 - 1-2 "Announcing (lol) he means renouncing all ties have been broken between myself and LJR
 - 3-4. badmouthing label using 2 Live Crew picture
 - 5-6 Using copyrighted picture badmouthing me and Doug Stratton, Richard Wolfe.
 - 7-8 falsely accusing me of suing his dad. I did sue his brother
 - 9-10 restating no ties to Lil' Joe Records version of 2 Live Crew
 - 11-16. using 2 Live Crew mark without permission
 - 17-21 using 2 Live Crew copyrights to advertise proposed movie and book etc

- 18.** Mark Ross Confirming Refusal to Work January 12,2018
- 19.** Mark Ross Violation Of Trademarks and Copyrights 2018 to current These are from Mark Ross' Facebook Mark Demetrius
 - Page 1-6, 9-10, 13, 16-18, 23, 24, 27-29 unauthorized use of 2 Live Crew name or formerly of violating 13 B settlement above also using Blue Live Crew. See pg 27
 - Page 7-8, 12, 14, 25, 26 unauthorized use of name or formerly of an using copywritten album single covers
 - Page 15, 19-22 various trademarks being used for boycott
- 20.** Broward Docket of Christopher Wong-Won Estate 180002807. Note no notice to creditors , no inventory. No activity other than opening Estate.
- 21.** Luther Campbell August 2021 Trademark Infringement
 - A. August 14, 2021 2 Live Fest with DMV Luke and Uncle Luke
 - B. August 28, 2021 2 Live Fest with DMV Luke and Uncle Luke
 - C. Luke Video clip August 2021 2 Live Fest saying August 14 event rescheduled due to tropical storm

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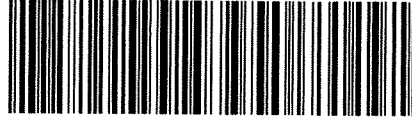
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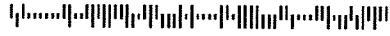


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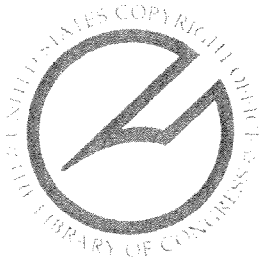


LIL' JOE RECORDS, INC
JOSEPH WEINBERGER
6157 NW 167TH ST STE F17
HIALEAH FL 33015-4356

FOLD ALONG THIS LINE

COMPOSITE EXHIBIT G

For a Work of the Visual Arts
 UNITED STATES COPYRIGHT OFFICE



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Margbeth Peters

VA 1-129-759



EFFECTIVE DATE OF REGISTRATION

MAY 15 2001
 Month Day Year

OFFICIAL SEAL DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ▼

2 LIVE IS WHAT WE ARE (XR-100) NASTY VERSION

NATURE OF THIS WORK ▼ See instructions
 ALBUM COVERS, PHOTOS,
 GRAPHIC DESIGN *Record Jacket*

PREVIOUS OR ALTERNATIVE TITLES ▼

Artwork

Publication as a Contribution If this work was published as a contribution in a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

NAME OF AUTHOR ▼

2 a LIL' JOE RECORDS, INC.

DATES OF BIRTH AND DEATH
 Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
 Yes
 No

Author's Nationality or Domicile
 Name of Country
 OR { Citizen of ► USA
 Domiciled in ► USA

Was This Author's Contribution to the Work
 Anonymous? Yes No
 Pseudonymous? Yes No
If the answer to either of these questions is "Yes" see detailed instructions.

NATURE OF AUTHORSHIP (Check appropriate box(es)) See Instructions

- 3-Dimensional sculpture
- 2-Dimensional artwork
- Reproduction of work of art
- Map
- Photograph
- Jewelry design
- Technical drawing
- Text
- Architectural work

NAME OF AUTHOR ▼

b

DATES OF BIRTH AND DEATH
 Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
 Yes
 No

Author's Nationality or Domicile
 Name of Country
 OR { Citizen of ► _____
 Domiciled in ► _____

Was This Author's Contribution to the Work
 Anonymous? Yes No
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If the answer to either of these questions is "Yes" see detailed instructions.

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- 3-Dimensional sculpture
- 2-Dimensional artwork
- Reproduction of work of art
- Map
- Photograph
- Jewelry design
- Technical drawing
- Text
- Architectural work

Year in Which Creation of This Work Was Completed
1987
This information must be given in all cases.

Date and Nation of First Publication of This Particular Work
 Complete this information ONLY if this work has been published.
 Must ► 1 Day ► 1 Month ► 1987
USA

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 ▼

LIL' JOE RECORDS, INC.
 6157 NW 167th STREET, F-17
 MIAMI, FLORIDA 33015

Transfer If the claimant(s) named here is/are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright ▼

BY WRITTEN AGREEMENT

DO NOT WRITE HERE OFFICE USE ONLY

APPLICATION RECEIVED
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 ONE DEPOSIT RECEIVED
 TWO DEPOSITS RECEIVED
 MAY 15 2001
 FUNDS RECEIVED

MORE ON BACK ►

Complete all applicable questions on the reverse side of this page.

DO NOT WRITE HERE

NOTE
 Under the law the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

3
4
 See instructions before completing this space.

EXAMINED BY _____
CHECKED BY _____

FORM 7

CORRESPONDENCE
Yes

FOR
COPYRIC
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

a. This is the first published edition of a work previously registered in unpublished form.

b. This is the first application submitted by this author as copyright claimant.

c. This is a changed version of the work, as shown by space 6 on this application.

ONLY PA'S & SR'S FILED

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work, complete only 6b for a compilation.

a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▼

a See instructions before completing this space

b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ LIL' JOE WEIN MUSIC, INC. Account Number ▼ DA081523

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

JOSEPH WEINBERGER / ROBERT MACDONALD
6157 NW 167th STREET, F-17
MIAMI, FLORIDA 33015

b

Area code and daytime telephone number ▶ (305) 362-8900 Fax number ▶ (305) 822-1122

Email ▶ LJRWRED@AOL.COM

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▶

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of LIL' JOE WEIN MUSIC, INC.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

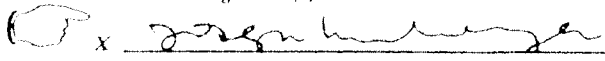
of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

JOSEPH WEINBERGER

Date ▶ 5/10/01

Handwritten signature (X) ▼



Certificate will be mailed in window envelope to this address.

Name ▼ JOSEPH WEINBERGER / ROBERT MACDONALD
c/o LIL' JOE RECORDS, INC.
Number/Street/Apt ▼
6157 NW 167th STREET, F-17
City/State/ZIP ▼
MIAMI, FLORIDA 33015

- Complete all necessary spaces
- Sign your application in space 8

1. Application form
2. Non-refundable filing fee in check or money order payable to *Register of Copyrights* As of July 1, 1997 the filing fee Form VA is \$35
3. Deposit material

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-6000

17 U.S.C. § 504(c). Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be liable to a civil penalty of \$10,000.



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
 REGISTER OF COPYRIGHTS

VA 1-129-779
 EFFECTIVE DATE OF REGISTRATION

MAY 15 2001
 Month Day Year

OFFICIAL SEAL TITLE OF THIS WORK ▼ *United States of America* SEPARATE CONTINUATION SHEET.

AS NASTY AS THEY WANNA BE (XR-107)

NATURE OF THIS WORK ▼ See instructions
 ALBUM COVERS, PHOTOS, GRAPHIC DESIGN *Record*

PREVIOUS OR ALTERNATIVE TITLES ▼

Internet artwork

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

a NAME OF AUTHOR ▼ LIL' JOE RECORDS, INC. DATES OF BIRTH AND DEATH Year Born ▼ Year Died ▼

NOTE

Under the law the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

Was this contribution to the work a "work made for hire"? Yes No
 Author's Nationality or Domicile Name of Country OR Citizen of ► USA Domiciled in ► USA
 Was This Author's Contribution to the Work Anonymously? Yes No Pseudonymously? Yes No

NATURE OF AUTHORSHIP Check appropriate box(es) See Instructions
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

b

NAME OF AUTHOR ▼ DATES OF BIRTH AND DEATH Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? Yes No
 Author's Nationality or Domicile Name of Country OR Citizen of ► Domiciled in ►
 Was This Author's Contribution to the Work Anonymously? Yes No Pseudonymously? Yes No

NATURE OF AUTHORSHIP Check appropriate box(es) See Instructions
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

3

Year in Which Creation of This Work Was Completed 1989
 Date and Nation of First Publication of This Particular Work Month 5 Day 1 Year 1989 USA

4

See instructions before completing this space.

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 ▼
 LIL' JOE RECORDS, INC.
 6157 NW 167th STREET, F-17
 MIAMI, FLORIDA 33015

APPLICATION RECEIVED
 MAY 15 2001
 ONE DEPOSIT RECEIVED
 TWO DEPOSITS RECEIVED
 MAY 15 2001
 FUNDS RECEIVED

Transfer If the claimant(s) named here in space 4 is/are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained its/their part of the copyright. ▼
 BY WRITTEN AGREEMENT

CHE D BY *ljlw*

CORRESPONDENCE
Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)

- a. This is the first published edition of a work previously registered in unpublished form
- b. This is the first application submitted by this author as copyright claimant
- c. This is a changed version of the work, as shown by space 6 on this application

ONLY PA'S & SR'S FILED

If your answer is "Yes," give Previous Registration Number

Year of Registration

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work, complete only 6b for a compilation

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates

a
See instructions
before completing
this space

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account

Name

LIL' JOE WEIN MUSIC, INC.

Account Number

DA081523

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent

Name/Address/Apt/City/State/ZIP

JOSEPH WEINBERGER / ROBERT MACDONALD
6157 NW 167th STREET, F-17
MIAMI, FLORIDA 33015

b

Area code and daytime telephone number (305) 362-8900

Fax number (305) 822-1122

Email LJRWRED@AOL.COM

CERTIFICATION I, the undersigned, hereby certify that I am the

check only one

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of

LIL' JOE WEIN MUSIC, INC.

Name of author or other copyright claimant, or owner of exclusive right(s)

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date

JOSEPH WEINBERGER

Date 5/10/01

Handwritten signature (X)

Joseph Weinberger

Certificate will be mailed in window envelope to this address

Name JOSEPH WEINBERGER / ROBERT MACDONALD
c/o LIL' JOE RECORDS, INC.
Number/Street/Apt
6157 NW 167th STREET, F-17
City/State/ZIP
MIAMI, FLORIDA 33015

Complete all necessary spaces
Sign your application in space 8

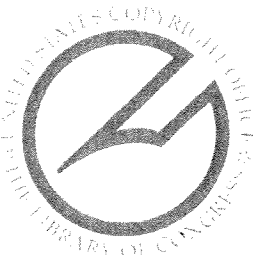
1. Application form
2. Nonrefundable filing fee in check or money. As of July 1, 2001, the filing fee is \$35.00.
3. Deposit material

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-6000

17 U.S.C. § 506(c). Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be liable not more than \$10,000.

CERTIFICATE OF REGISTRATION

FORM VA
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
REGISTER OF COPYRIGHTS
United States of America

VA 1-141-129



EFFECTIVE DATE OF REGISTRATION

MAY 15 2001
Month Day Year

OFFICIAL SEAL

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK

BANNED IN THE U.S.A. (XR-114) NASTY VERSION

NATURE OF THIS WORK
ALBUM COVERS, PHOTOS, GRAPHIC DESIGN

PREVIOUS OR ALTERNATIVE TITLES

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection give information about the collective work in which the contribution appeared

If published in a periodical or serial give Volume Number Issue Date On Pages

NAME OF AUTHOR

LIL' JOE RECORDS, INC.

DATES OF BIRTH AND DEATH
Year Born Year Died

Was this contribution to the work a "work made for hire"?
 Yes
 No

Author's Nationality or Domicile
Name of Country
OR Citizen of USA
Domiciled in USA

Was This Author's Contribution to the Work
Anonymous? Yes No
Pseudonymous? Yes No

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- 3-Dimensional sculpture, 2-Dimensional artwork, Reproduction of work of art, Map, Photograph, Jewelry design, Technical drawing, Text, Architectural work

NAME OF AUTHOR

b

Was this contribution to the work a "work made for hire"?
 Yes
 No

Author's Nationality or Domicile
Name of Country
OR Citizen of
Domiciled in

Was This Author's Contribution to the Work
Anonymous? Yes No
Pseudonymous? Yes No

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- 3-Dimensional sculpture, 2-Dimensional artwork, Reproduction of work of art, Map, Photograph, Jewelry design, Technical drawing, Text, Architectural work

3

Year in Which Creation of This Work Was Completed
1990

This information must be given in all cases

Date and Nation of First Publication of This Particular Work

Complete this information ONLY if this work has been published
Month 7 Day 24 Year 1990
USA

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2

LIL' JOE RECORDS, INC.
6157 NW 167th STREET, F-17
MIAMI, FLORIDA 33015

Transfer If the claimant(s) named here in space 4 is/are different from the author(s) named in space 2 give a brief description of the transfer

BY WRITTEN AGREEMENT

APPLICATION RECEIVED
MAY 15 2001
ONE DEPOSIT RECEIVED
TWO DEPOSITS RECEIVED
MAY 15 2001
FUND RECEIVED

MORE ON BACK Complete all applicable spaces in boxes 1-4 on the reverse side of this page

EX-101 (Rev. 1-1-97)

CHECKED BY [Signature]

CORRESPONDENCE
Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)

- a. This is the first published edition of a work previously registered in unpublished form
- b. This is the first application submitted by this author as copyright claimant
- c. This is a changed version of the work, as shown by space 6 on this application

ONLY PA'S & SR'S FILED

If your answer is "Yes," give Previous Registration Number Year of Registration

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work, complete only 6b for a compilation

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates

6
a See instructions before completing this space

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account

Name LIL' JOE WEIN MUSIC, INC.

Account Number

DA081523

7
a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent

JOSEPH WEINBERGER / ROBERT MACDONALD
6157 NW 167th STREET, F-17
MIAMI, FLORIDA 33015

b

Area code and daytime telephone number (305) 362-8900

Fax number (305) 822-1122

Email LJRWRED@AOL.COM

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of

LIL' JOE WEIN MUSIC, INC.
Name of author or other copyright claimant, or owner of exclusive right(s)

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date

JOSEPH WEINBERGER

Date 5/10/01

Handwritten signature (X)

[Handwritten signature]

Certificate will be mailed in window envelope to this address:

Name JOSEPH WEINBERGER / ROBERT MACDONALD
c/o LIL' JOE RECORDS, INC.

Number/Street/Apt 6157 NW 167th STREET, F-17

City/State/ZIP MIAMI, FLORIDA 33015

Complete all necessary spaces
Sign your application in space 8

1. Application form
2. Nonrefundable filing fee in check or money order payable to Registrar of Copyrights
3. Deposit material

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-6000

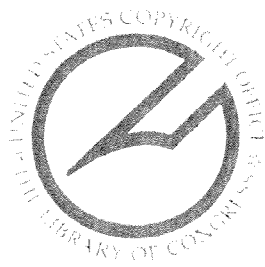
5

6

7

8

9



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
 REGISTER OF COPYRIGHTS

U.S. DEPARTMENT OF JUSTICE
 Copyright Office
 VA 1-144-201

EFFECTIVE DATE OF REGISTRATION
 May 15 2001

OFFICIAL SEALO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ▼
 SPORTS WEEKEND
 AS NASTY AS THEY WANNA BE PART 2 (XR-116)

NATURE OF THIS WORK ▼ See instructions
 ALBUM COVERS, PHOTOS,
 GRAPHIC DESIGN *Records nested*

PREVIOUS OR ALTERNATIVE TITLES ▼
Album

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

a **NAME OF AUTHOR** ▼ **DATES OF BIRTH AND DEATH**
 LIL' JOE RECORDS, INC. Year Born ▼ Year Died ▼

Was this contribution to the work a work made for hire?
 Yes No

Author's Nationality or Domicile
 Name of Country: OR { Citizen of ► USA (Domiciled in ► USA

Was This Author's Contribution to the Work
 Anonymous? Yes No
 Pseudonymous? Yes No

NOTE

Under the law the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NATURE OF AUTHORSHIP (Check appropriate boxes) See instructions
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

b

NAME OF AUTHOR ▼ **DATES OF BIRTH AND DEATH**
 Year Born ▼ Year Died ▼

Was this contribution to the work a work made for hire?
 Yes No

Author's Nationality or Domicile
 Name of Country: OR { Citizen of ► (Domiciled in ►

Was This Author's Contribution to the Work
 Anonymous? Yes No
 Pseudonymous? Yes No

NATURE OF AUTHORSHIP (Check appropriate boxes) See instructions
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

3

Year in Which Creation of This Work Was Completed 1991
Date and Nation of First Publication of This Particular Work Month: 9 Day: 1 Year: 1991
 Complete this information ONLY if this work has been published. USA

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 ▼
 LIL' JOE RECORDS, INC.
 6157 NW 167th STREET, F-17
 MIAMI, FLORIDA 33015

APPLICATION RECEIVED
 MAY 15 2001
 ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED
 MAY 15 2001
 FUNDS RECEIVED

DO NOT WRITE HERE OFFICE USE ONLY

Transfer If the claimant(s) name differs in space 4 from the author(s) named in space 2, give a brief statement of how the claimant(s) acquired ownership of the copyright. ▼

BY WRITTEN AGREEMENT

MORE ON BACK ▶ Complete all applicable spaces on the reverse side of this page. DO NOT WRITE HERE

CHECK BY

CORRESPONDENCE

Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

- a. This is the first published edition of a work previously registered in unpublished form.
- b. This is the first application submitted by this author as copyright claimant
- c. This is a changed version of the work, as shown by space 6 on this application

ONLY PA'S & SR'S FILED

If your answer is "Yes," give Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work, complete only 6b for a compilation

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates ▼

a See instructions before completing this space

6

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed ▼

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account

Name ▼ LIL' JOE WEIN MUSIC, INC.

Account Number ▼ DA081523

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent Name/Address/Apt/City/State/ZIP ▼

JOSEPH WEINBERGER / ROBERT MACDONALD
6157 NW 167th STREET, F-17
MIAMI, FLORIDA 33015

b

Area code and daytime telephone number ▶ (305) 362-8900

Fax number ▶ (305) 822-1122

Email ▶ LJRWRED@AOL.COM

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▶

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of

LIL' JOE WEIN MUSIC, INC.
Name of author or other copyright claimant, or owner of exclusive right(s)

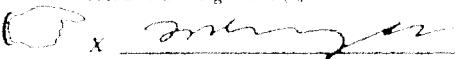
of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date

JOSEPH WEINBERGER

Date ▶ 5/10/01

Handwritten signature (X) ▼



8

Certificate will be mailed in window envelope to this address:

Name ▼ JOSEPH WEINBERGER / ROBERT MACDONALD
c/o LIL' JOE RECORDS, INC.

Number/Street/Apt ▼ 6157 NW 167th STREET, F-17

City/State/ZIP ▼ MIAMI, FLORIDA 33015

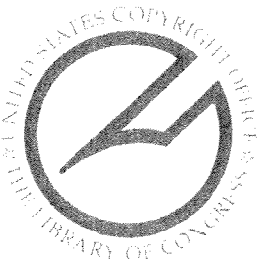
- Complete all necessary spaces
- Sign your application in space 8

1. Application form
2. Nonrefundable filing fee in check or money order payable to *Register of Copyrights* As of July 1, 1999, the filing fee Form VA is \$5
3. Deposit material

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-6000

9

17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
 REGISTER OF COPYRIGHTS

RECEIVED
 VA 1-144-230
 EFFECTIVE DATE OF REGISTRATION
 May 15 2001
 Month Day Year

OFFICIAL SEAL DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK ▼
 SHAKE A LIL' SOMETHIN' (XR-216) CLEAN VERSION

NATURE OF THIS WORK ▼ See instructions
 ALBUM COVERS, Record Jacket, GRAPHIC DESIGN, artwork, Photo

PREVIOUS OR ALTERNATIVE TITLES ▼

Publication as a Contribution If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2 NAME OF AUTHOR ▼
 a LIL' JOE RECORDS, INC.

DATES OF BIRTH AND DEATH
 Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
 Yes
 No

Author's Nationality or Domicile
 Name of Country
 OR { Citizen of ► USA
 Domiciled in ► USA

Was This Author's Contribution to the Work
 Anonymously? Yes No
 Pseudonymously? Yes No

NATURE OF AUTHORSHIP Check appropriate box(es) See instructions
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

2 NAME OF AUTHOR ▼
 b

DATES OF BIRTH AND DEATH
 Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
 Yes
 No

Author's Nationality or Domicile
 Name of Country
 OR { Citizen of ►
 Domiciled in ►

Was This Author's Contribution to the Work
 Anonymously? Yes No
 Pseudonymously? Yes No

NATURE OF AUTHORSHIP Check appropriate box(es) See instructions
 3-Dimensional sculpture Map Technical drawing
 2-Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

3 Year in Which Creation of This Work Was Completed
 a 1996

Date and Nation of First Publication of This Particular Work
 b Complete this information ONLY if this work has been published. Month ► 7 Day ► 23 Year ► 1996
 USA

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 ▼
 LIL' JOE RECORDS, INC.
 6157 NW 167th STREET, F-17
 MIAMI, FLORIDA 33015

Transfer If the claimant(s) named here in course 4 is/are different from the author named in course 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

BY WRITTEN AGREEMENT

APPLICATION RECEIVED
 MAY 15 2001

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED
 MAY 15 2001

FUNDS RECEIVED

DO NOT WRITE HERE OFF TO USE ONLY

EXAMINED BY: [Signature]
CHECKED BY:

FORM 1

CORRESPONDENCE
Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼

a. This is the first published edition of a work previously registered in unpublished form.

b. This is the first application submitted by this author as copyright claimant.

c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

ONLY PA'S & SR'S FILED

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work, complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

a. See instructions before completing this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

LIL' JOE WEIN MUSIC, INC.

DA081523

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

JOSEPH WEINBERGER / ROBERT MACDONALD
6157 NW 167th STREET, F-17
MIAMI, FLORIDA 33015

Area code and daytime telephone number ▶ (305) 362-8900

Fax number ▶ (305) 822-1122

Email ▶ LJRWRED@AOL.COM

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▶

author

other copyright claimant

owner of exclusive right(s)

authorized agent of LIL' JOE WEIN MUSIC, INC.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

JOSEPH WEINBERGER

Date ▶ 5/10/01

Handwritten signature (X) ▼

[Handwritten signature]

Certificate will be mailed in window envelope to this address:

Name ▼ JOSEPH WEINBERGER / ROBERT MACDONALD

c/o LIL' JOE RECORDS, INC.

Number/Street/Apt ▼

6157 NW 167th STREET, F-17

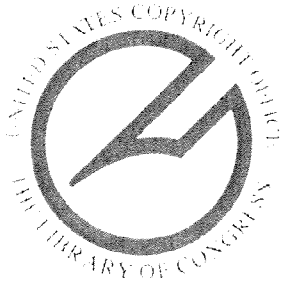
City/State/ZIP ▼

MIAMI, FLORIDA 33015

* Complete all necessary spaces.
* Sign your application in space 8.

1. Application form
2. Nonrefundable filing fee in check or money (As of July 1, 2001, the filing fee is \$35.)
3. Deposit material

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-6000



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

FORM VA
 For a Work of the Visual Arts
 UNITED STATES COPYRIGHT OFFICE

VA 1-108-305



EFFECTIVE DATE OF REGISTRATION

5-14-01
 Month Day Year

Marybeth Peters

OFFICIAL SEAL

REGISTER OF COPYRIGHTS

United States of America

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK

THE 2 LIVE CREW GOES TO THE MOVIES XR-227
 (A Decade Of Hits)

NATURE OF THIS WORK

Record Jacket Artwork
 GRAPHIC ARTWORK Photo

PREVIOUS OR ALTERNATIVE TITLES

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give: Volume Number Issue Date On Pages

2

a NAME OF AUTHOR
 LIL' JOE RECORDS, INC.

DATES OF BIRTH AND DEATH
 Year Born Year Died

Was this contribution to the work a "work made for hire"?
 Yes
 No

Author's Nationality or Domicile
 Name of Country
 OR {
 Origin of: USA
 Domiciled in: USA

Was This Author's Contribution to the Work
 Anonymous? Yes No
 Pseudonymous? Yes No

NATURE OF AUTHORSHIP Check appropriate boxes. See instructions

- 3-Dimensional sculpture
- 2-Dimensional artwork
- Reproduction of work of art
- Map
- Photograph
- Jewelry design
- Technical drawing
- Text
- Architectural work

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

b NAME OF AUTHOR

DATES OF BIRTH AND DEATH
 Year Born Year Died

Was this contribution to the work a "work made for hire"?
 Yes
 No

Author's Nationality or Domicile
 Name of Country
 OR {
 Origin of
 Domiciled in

Was This Author's Contribution to the Work
 Anonymous? Yes No
 Pseudonymous? Yes No

NATURE OF AUTHORSHIP Check appropriate boxes. See instructions

- 3-Dimensional sculpture
- 2-Dimensional artwork
- Reproduction of work of art
- Map
- Photograph
- Jewelry design
- Technical drawing
- Text
- Architectural work

3

Year in Which Creation of This Work Was Completed
 1997

Date and Nation of First Publication of This Particular Work
 Complete this information ONLY if this work has been published. Month: 10 Day: 28 Year: 1997 USA

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2

LIL' JOE RECORDS, INC.
 6157 NW 167th STREET, F-17
 MIAMI, FLORIDA 33015

Transfer: If the claimant(s) named here in space 4 is/are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained his/their copyright.

BY WRITTEN AGREEMENT

APPLICATION RECEIVED
 MAY 14 2001 DEC 03 2001
 ONE DEPOSIT RECEIVED
 TWO DEPOSITS RECEIVED
 MAY 14 2001
 FUNDS RECEIVED

MORE ON BACK Complete all applicable spaces (numbers 5-8) on the reverse side of this page.

DO NOT WRITE HERE

EXAMINED BY

J.M. / J.H.G.

FORM V.

CHECKED BY

CORRESPONDENCE

Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼

a. This is the first published edition of a work previously registered in unpublished form.

b. This is the first application submitted by this author as copyright claimant.

c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

ONLY PA'S & SR'S FILED

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work, complete only 6b for a compilation

a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates ▼

b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed ▼

6

a
See instructions
before completing
this space

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account

Name ▼

LIL' JOE WEIN MUSIC, INC.

Account Number ▼

DA081523

7

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

JOSEPH WEINBERGER / ROBERT MACDONALD

6157 NW 167th STREET, F-17

MIAMI, FLORIDA 33015

b

Area code and daytime telephone number ▶ (305) 362-8900

Fax number ▶ (305) 822-1122

Email ▶ LJRWRED@AOL.COM

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▶

author

other copyright claimant

owner of exclusive right(s)

authorized agent of LIL' JOE WEIN MUSIC, INC.

Name of author or other copyright claimant, or owner of exclusive right(s)

8

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date

JOSEPH WEINBERGER

Date ▶ 7/9/01

Handwritten signature (X) ▼

J. Weinberger

Certificate will be mailed in window envelope to this address:

Name ▼ JOSEPH WEINBERGER / ROBERT MACDONALD

c/o LIL' JOE RECORDS, INC.

Number/Street/Apt ▼

6157 NW 167th STREET, F-17

City/State/ZIP ▼

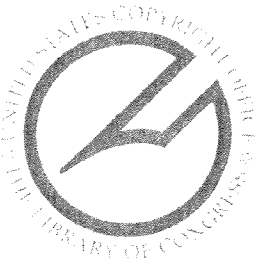
MIAMI, FLORIDA 33015

• Complete all necessary spaces
• Sign your application in space 8

1. Application form
2. Nonrefundable filing fee in check or money: As of July 1, 1998, the filing fee for Form VA is \$30.
3. Deposit material

Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20559-6000

9



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

For a Work of the Visual Arts
 UNITED STATES COPYRIGHT OFFICE

VA 1-144-202



EFFECTIVE DATE OF REGISTRATION

May 14 2001
 Month Day Year

OFFICIAL SEAL

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ▼
 THE 2 LIVE CREW E-3003 (Explicit Version)
 LIVE IN CONCERT

NATURE OF THIS WORK ▼ See instructions.
 ALBUM COVERS, PHOTOS, GRAPHIC DESIGN *record jacket artwork*

PREVIOUS OR ALTERNATIVE TITLES ▼

Publication as a Contribution: If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

a **NAME OF AUTHOR** ▼ LIL' JOE RECORDS, INC. **DATES OF BIRTH AND DEATH**
 Year Born ▼ Year Died ▼

NOTE

Under the law the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person to whom the work was prepared) as "Author" of that part and leave the space for dates of birth and death blank.

Was this contribution to the work a "work made for hire"? Yes No

Author's Nationality or Domicile Name of Country:
 OR { Citizen of ► USA Domiciled in ► USA

Was This Author's Contribution to the Work:
 Anonymous? Yes No
 Pseudonym? Yes No

NATURE OF AUTHORSHIP Check appropriate boxes. See instructions.

3 Dimensional sculpture Map Technical drawing
 2 Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

b **NAME OF AUTHOR** ▼ **DATES OF BIRTH AND DEATH**
 Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"? Yes No

Author's Nationality or Domicile Name of Country:
 OR { Citizen of ► Domiciled in ►

Was This Author's Contribution to the Work:
 Anonymous? Yes No
 Pseudonym? Yes No

NATURE OF AUTHORSHIP Check appropriate boxes. See instructions.

3 Dimensional sculpture Map Technical drawing
 2 Dimensional artwork Photograph Text
 Reproduction of work of art Jewelry design Architectural work

3 Year in Which Creation of This Work Was Completed: 1990

Date and Nation of First Publication of This Particular Work:
 Complete this information ONLY if this work has been published. Yes No
 Date: 11 / 14 / 1990
 Nation: USA

4 **COPYRIGHT CLAIMANT(S)** Name and address must be given even if the claimant is the same as the author given in space 1. ▼

LIL' JOE RECORDS, INC.
 6157 NW 167th STREET, F-17
 MIAMI, FLORIDA 33015

APPLICATION RECEIVED
 MAY 14 2001
 ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED
 MAY 14 2001
 FUNDS RECEIVED

DO NOT WRITE HERE OFFICE USE ONLY

Transfer: If the claimant is marked here as space 4, you must file a separate Form CO-12 with a brief statement of how the claimant is being transferred to this space. See instructions for details. ▼

BY WRITTEN AGREEMENT

MORE ON BACK

PAID BY
CHE TO BY

FORM

CORRESPONDENCE
Yes

FOR
COPYING
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work or for an earlier version of this work already been made in the Copyright Office?

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b. This is the first application submitted by this author as copyright claimant

c. This is a changed version of the work, as shown by space 6 on this application

ONLY PA'S & SR'S FILED

If your answer is "Yes," give Previous Registration Number

Year of Registration

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a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates

a
See instructions
before completing
this space

b. Material Added to This Work Give a brief general statement of the material that has been added to this work and in which copyright is claimed

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account

Name

LIL' JOE WEIN MUSIC, INC.

Account Number

DA081523

a

CORRESPONDENCE Give name and address to which correspondence about this application should be sent

JOSEPH WEINBERGER / ROBERT MACDONALD
6157 NW 167th STREET, F-17
MIAMI, FLORIDA 33015

b

Area code and daytime telephone number (305) 362-8900

Fax number (305) 822-1122

Email LTRWRED@AOL.COM

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of

LIL' JOE WEIN MUSIC, INC.

Name of author or other copyright claimant or owner of exclusive right(s)

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date

JOSEPH WEINBERGER

Date 5/7/01

Handwritten signature (X)

Certificate will be mailed in window envelope to this address

Name JOSEPH WEINBERGER / ROBERT MACDONALD
 c/o LIL' JOE RECORDS, INC.
 Number Street Apt
 6157 NW 167th STREET, F-17
 City/State/Zip
 MIAMI, FLORIDA 33015

• Complete all necessary spaces
 • Sign your application in space 8

1. Application form
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