

**Tracing the History
Material Changes in the Artist Recording Agreement**

Material Term	1998	2003 - Present
<p>“Delivery”</p>	<p>You shall Deliver to Company fully mixed, edited, and unequalized and equalized Master Recordings (including, but not limited to, a final two-track equalized tape copy), commercially satisfactory to Company for its manufacture and sale of Phonograph Records, and all original and duplicate Master Recordings of the material recorded, together with (i) the multi-track tape and three (3) safety copies thereof; (ii) all necessary licenses and permissions; (iii) all materials required to be furnished by you to Company for use in the packaging and marketing of the Records, including without limitation, (iv) all "sideman" and any third party clearances and consents, including, without limitation, all written consents in connection with Embodied Copyrighted Materials (as defined below), together with your written warranty and representation, in a form satisfactory to Company, that you have obtained for Company the unrestricted right to exploit the Master Recording(s) concerned; (v) a document, in a form satisfactory to Company, signed by the producer of the Master Recording(s) concerned which confirms Company's ownership of such Master Recording(s) in accordance with the provisions of Article 6 hereof; (vi) all mechanical and first-use licenses for each musical composition embodied in the Master Recording at the rate specified herein; and (vii) all liner notes, approved artwork, and credits for all configurations of records.</p>	<p>You shall deliver to Company, ...the following Master Recordings, documents, materials and information (collectively, “Delivery Elements”): (i) fully mixed, sequenced, edited and equalized Master Recordings in a production-ready format consistent with Company’s then-current requirements therefor, commercially and technically satisfactory to Company for the manufacture and sale of Records; (ii) (A) all original session tapes/recordings (including, without limitation, all multi-track tapes and computer hard drives or other digital storage devices and related files) and any derivatives or reproductions thereof, (B) at Company’s request, one (1) safety copy of each original multi-track tape/recording and (C) for all digital non-tape-based formats, complete data back-ups of each recording in a data-tape format acceptable to Company (currently, LTO, DLT or AIT) and, for each such recording, a consolidated “rendered Broadcast WAV” file (or successor file format then-used by Company) in such acceptable data-tape format (collectively, “Data-Tape Backups”); (iii) all necessary licenses, permissions and clearances (including, without limitation, all side-artist, side-artist label and “sample” licenses/clearances); (iv) all mechanical licenses for each Musical Composition embodied in each Master Recording at the rate specified herein; (v) all materials required by Company for use in the manufacture, packaging and marketing of the Records, including without limitation, complete “label copy” information for each Musical Composition (including all publishing “splits”), all persons involved in the recordings and for any “sampled” material), and all liner notes, approved artwork, credits and a complete set of written lyrics; (vi) all technical supporting documentation for the recording sessions that was used in creating the Master Recordings, including, without limitation, all mixer diagrams, instrument placement diagrams, microphone placement diagrams, external effects processing information, recording synchronization information, digital editing software versions, plug-in versions and settings, the number of multi-track tapes that were recorded and, for all digital non-tape-based Master Recordings, technical metadata information (including the system and technology used); (vii) all documentation and information necessary for Company to make payments and otherwise comply with its union obligations; (viii) Masters embodying (A) all other versions, remixes and/or edits of any Masters required by Company (e.g., 12” mix, instrumental mix, etc).</p>

Material Term	1998	2003 - Present
“Artist Websites”	No Language	<p>Company and any Person designated by Company shall have the perpetual right (but not the obligation) throughout the Territory to create, host and maintain one or more Internet sites (including, without limitation, World Wide Web sites, WAP sites and other types of so-called wireless web sites) (“Website(s)”) relating in whole or part to Artist and/or Masters (“Artist Website(s)”), and Company shall have the right to register, in Company’s name, Internet domain names incorporating Artist’s name, subject to the following terms and conditions:</p> <p>(a) During the Term, Company and any Person designated by Company shall have the exclusive right to create, maintain and host one or more “official” Artist Websites, including, without limitation, the Primary Official Website (as defined below) (“Official Website(s)”), which shall be the principal Website(s) where content regarding Artist (including, but not limited to, artwork, photographs, Master Recordings, AV Recordings, chat rooms, bulletin boards, live events, other interactive content, and all other content customarily included on Websites) is displayed, webcast and delivered. As used herein, the term “Primary Official Website” shall refer to the Official Website incorporating Artist's professional name located at the Uniform Resource Locator (“URL”) “www.[Artist name].com.” 50% of all sums paid or incurred by Company in connection with the creation, development and maintenance of any Official Website shall constitute Advances hereunder.</p> <p>(b) Without limitation of anything set forth herein, during the Term, neither you nor Artist, nor any Person deriving rights from you or Artist, will display, market, promote, advertise, endorse or otherwise exploit (i) any Artist Website in connection with Master Recordings other than the Official Websites designated by Company or (ii) an Official Website other than the Official Websites designated by Company (except as expressly provided under subparagraph (d) below).</p> <p>(c) If, as of the date hereof, you, Artist and/or any other Person, owns or controls the Primary Official Website, promptly following execution of this Agreement, you shall assign, or, if applicable, you shall cause Artist or such other person to assign, to Company all rights necessary in and to such Primary Official Website to enable Company to exclusively create, maintain and host the Primary Official Website in accordance with the terms and conditions of this paragraph.</p> <p>(d) Notwithstanding the foregoing, you will have the limited right to register URL’s relating solely to Artist’s merchandising activities, and to create, maintain and host Artist-related merchandise Websites at such URLs (each, an</p>

“**Alternative Website**”), provided that: (i) no Alternative Website may be designated as the “official” Artist Website (subject to the penultimate sentence of this subparagraph (d)); (ii) if Company requests, you or Artist will include a prominent, clearly delineated hyperlink on such Alternative Website to one or more of the Official Websites (including, without limitation, the Primary Official Website); and (iii) the domain name of any Alternative Website shall not be confusingly similar to the name of any Official Website. You may designate an Alternative Website as the “official” Artist Website solely with respect to Artist merchandising activity (e.g., the “Official Artist Merchandising” Website), subject to clause (iii) of this subparagraph (d). Upon your written request, Company will include a hyperlink from the Primary Official Website to an Alternative Website that satisfies the provisions of this subparagraph (d) (subject to Company’s right to discontinue providing such hyperlink at any time if Company reasonably believes that any element of the Alternative Website is patently offensive or violates the rights of any Person).

(e) Company will consult with you regarding the “look and feel” of the Official Websites. You and Artist will cooperate with Company in connection with the creation and development of content for inclusion and embodiment on the Official Websites. All content created by or on behalf of Company for use in connection with any Artist Website (“**Company-Created Website Materials**”) shall remain the sole and exclusive property of Company. After the Term, Company shall continue to have the unrestricted right to use such Company-Created Website Materials throughout the Territory in perpetuity (subject to the terms hereof). To the extent that you supply any materials to Company that Company uses on any Artist Website (other than those materials owned by Company under this Agreement) (“**Artist-Created Website Materials**”), then, (i) as between you and Company, you shall own the copyright in such Artist-Created Website Materials, (ii) you shall be deemed to have licensed such Artist-Created Website Materials to Company for use hereunder, and (iii) you shall have the right to require Company to cease using such Artist-Created Website Materials within 30 days following Company’s receipt of written notice from you, which notice may be sent by you at any time after the date occurring 6 months after the expiration or termination of the Term.

(f) Provided you have fulfilled all of your material obligations under this Agreement, if, by the expiration of the 90 day period immediately following the date of initial commercial release in the U.S. of the first Committed Album hereunder, Company shall not have commenced the creation of an Official Website, you may send notice to Company of your intention to invoke your rights under this subparagraph (f) on the following terms and conditions: (i) if Company fails to create or commence the creation of an Official Website within ninety (90) days after Company’s receipt of such notice, you or Artist shall have the right, subject to the remainder of this subparagraph (f), to create and host an Official Website (including the Primary Official Website), at

		<p>your sole cost and expense (“Your Official Website”); (ii) upon the creation of Your Official Website, Company’s rights to create Official Websites shall thereafter become non-exclusive; (iii) Your Official Website will not violate or infringe upon any law or any right of any person; (iv) Company shall have unrestricted access to Your Official Website to enable Company to include content related to Artist on Your Official Website and conduct promotional activities (e.g., promotional emails and contests supporting Record releases) from Your Official Website; provided, however, that it is understood and agreed that all content embodying the likeness of Artist placed on Your Official Website by Company shall be subject to Artist’s reasonable approval; and (v) upon Company’s request, Your Official Website will include hyperlinks (that are prominent and easy to find) to any Artist Websites operated by Company or its affiliates. Without limitation of the foregoing, you and Artist agree to work reasonably and in good faith with Company in connection with promotional activities conducted by Company on Your Official Website.</p> <p>(g) If Company shall have registered the URL associated with the Primary Official Website, then, at any time after the date occurring six (6) months after the expiration or termination of the Term, promptly following Company’s receipt of a written request from you (“the Domain Transfer Request”), Company will assign to you or Artist, on a quitclaim basis, all right, title and interest in and to such URL, provided that you or Artist shall have assigned to Company a reasonable derivation of Artist’s name for use by Company as a URL upon such transfer. You or Artist will cause any successor Official Websites to include hyperlinks (that are prominent and easy to find) to any Artist Websites operated by Company or its affiliates.</p>
<p>“360” / Brand Equity</p>	<p>No Language</p>	<p>See Attached Exhibit “A”</p>
<p>Material Term</p>	<p>1998</p>	<p>2003 - Present</p>

<p>Record Royalty Computation</p>	<p>Retail Formula – Top Line Per Unit:</p> <p><u>SRLP</u> X <u>Royalty</u> X <u>Packaging</u> = Pennies</p> <p>16.98 X 15% X .75 = \$1.91*</p> <p>*On Net Sales of Records - Net Sales = 85% of Units</p>	<p>2003: Wholesale Formula - Top Line Per Unit:</p> <p><u>PPD</u> X <u>CD / Digital</u> X <u>Packaging</u> X <u>Price Factor</u> X <u>Royalty</u> = Pennies</p> <p>11.41 X .75 X .75 X .90 X 34% = \$1.96*</p> <p>*On Net Sales of Records - Net Sales = 85% of Units</p> <p>2009: Wholesale Transparent Formula*:</p> <p><u>PPD</u> X <u>Royalty</u> = Pennies</p> <p>11.41 X 17% = \$1.94**</p> <p>*All Reductions (e.g., digital, packaging, CD, etc) Removed</p> <p>**On Net Sales of Records - Net Sales = 100% of Units</p>
<p>Video Royalties</p>	<ol style="list-style-type: none"> 1. <u>Video Royalty</u>: 10% – 14% of wholesale 2. <u>Synch</u>: Not addressed 	<ol style="list-style-type: none"> 1. <u>Video Royalty</u>: Same as Record Royalty 2. <u>Synch</u>: 6% - 8% of the wholesale price
<p>Co-Publishing</p>	<p>Not Included in the Recording Agreement</p>	<p>Included in Recording Agreement – See Attached Exhibit</p>