

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

SECURE THE BAG ENTERTAINMENT, LLC,
a Florida limited liability company,

Plaintiff,

CASE NO.:

v.

CAB RECORDS, INC.,
a Delaware corporation,

-and-

ANTONIO TAVARIS BROWN, SR.,
an individual

Defendants.

_____ /

COMPLAINT

The Plaintiff, Secure The Bag Entertainment, LLC, by and through its undersigned counsel, sues the Defendants, CAB Records, Inc., and Antonio Tavaris Brown, Sr., and alleges as follows:

STATEMENT OF THE CASE

1. This Complaint seeks damages for claims arising from, or collateral to, a written exclusive artist agreement between the parties with an effective date of July 13, 2022 (the "Contract"), a copy of which is attached as "Exhibit A." The causes of action asserted herein are breach of contract, breach of the implied covenant of good faith and fair dealing, and defamation (libel).

THE PARTIES

2. Secure The Bag Entertainment, LLC (“STB”) is a Florida limited liability company located in Sarasota County, Florida.
3. CAB Records, Inc. (“CAB”), is a Delaware corporation with a registered agent address in Sussex County, Delaware.
4. Antonio Tavaris Brown, Sr. (“Brown”) is the sole shareholder of CAB.
5. Brown is an individual who resides and conducts business in Broward County, Florida.
6. Brown operates CAB from his home in Broward County, Florida.

JURISDICTION AND VENUE

7. Paragraph 20.(f) of the Contract states: “this Agreement, its validity and interpretation, and all actions arising from it shall be governed by and interpreted in accordance with Florida law or the federal law of the Middle District of Florida, as appropriate, without giving effect to any choice or conflict of law provision or rule (whether of the state of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Florida. In the event of litigation concerning this Agreement or the resulting relationship between the parties, exclusive jurisdiction and venue shall rest in the state or federal court serving Sarasota County, Florida.”
8. It does not appear that CAB is properly registered with the Florida Department of State, Division of Corporations, as a foreign company authorized to do business in Florida. Notwithstanding CAB’s registration status in Florida, by the terms of Paragraph 20.(f) of the Contract it has submitted itself to the jurisdiction of the Florida courts, the

application of Florida law, and to venue in Sarasota County. Therefore, as to CAB, jurisdiction and venue are correct.

9. The Contract contains a personal inducement and guarantee, signed by Brown, which states: “[t]he undersigned has read and understands the foregoing Agreement and agrees to all of the terms and conditions thereof. The undersigned agrees to guarantee their performance, and all warranties, representations, covenants and agreements made by CAB Records, Inc., under the foregoing Agreement, and further agrees to look exclusively to CAB Records, Inc., for payment of all compensation due to them in connection with the performance of their services as set forth above in the Agreement.”

10. As noted in Paragraph 5. above, Brown resides in Broward County, Florida. However, by operation of the personal inducement and guarantee and Paragraph 20.(f) of the Contract, Brown has submitted himself to the jurisdiction of this Court and consented to venue in Sarasota County. Therefore, as to Brown, jurisdiction and venue are correct.

COMMON ALLEGATIONS

11. Brown is a former professional football player in the National Football League. After his NFL career ended, Brown pursued a career in the music business as a rap artist.

12. STB is an entertainment company founded and owned by Ryan Kane (“Kane”). STB has a recorded music division that operates a recording studio and serves as a record label for various music artists that STB signs to recording agreements.

13. Kane and Brown met when Brown appeared on the podcast “We In Miami” which is also owned by Kane. After numerous discussions Kane offered to sign Brown to STB as a recording artist.

14. The Parties, through their respective counsel, negotiated the terms of the Contract, which was executed with an effective date of July 13, 2022.

15. The Contract was executed by Brown for CAB as a furnishing or “loan out” company to provide the services of Brown under the Contract.

16. Brown, in his individual capacity, signed an inducement and guarantee, personally agreeing to all the terms and conditions of the contract and guaranteeing his performance under the contract.

17. Upon execution of the Contract and the inducement and guarantee, STB paid Brown \$150,000.00 pursuant to the Contract terms.

18. Almost immediately after the Contract was signed and the \$150,000.00 paid, Brown began behaving in a manner inconsistent with both the letter and the spirit of the Contract and became adversarial towards STB and Kane. Brown’s actions that are antagonistic to the contractual relationship between the parties include, but are not limited to the following:

a. Less than ten days after the Contract was signed, STB paid to fly Brown to Los Angeles by private jet for an appearance at the “Rolling Loud” festival which had been scheduled prior to signing the Contract with STB. STB also paid for many of Brown’s expenses while in Los Angeles. Upon returning from Los Angeles, Brown presented STB with an “invoice” demanding payment of over \$178,000.00 in expenses related to Rolling Loud, the vast majority of which are grossly overstated or completely fabricated, and which STB has no obligation, contractual or otherwise, to pay. Brown then refused to cooperate with STB or even speak to Kane or anyone else at STB unless STB paid the

fraudulent invoice, essentially withholding his services under the Contract as extortion for payment of money to which he is not entitled.

b. Prior to signing the Contract, Brown had recorded a song entitled "Cracked" featuring a guest appearance by one of the world's most famous rap artists. Before signing the Contract, Kane and Brown discussed "Cracked" extensively, including how it would be the debut release to launch Brown as an STB artist, how STB would promote the song, and that they would do a music video with the featured artist. Brown told Kane that the featured artist wanted \$250,000.00 for the feature and video and that the featured artist would only deal with Brown, not Kane, and the money had to be paid to the featured artist by CAB. Brown pressured Kane and insisted that STB pay the \$250,000.00 to CAB. Kane reluctantly wrote a check for \$250,000.00 to CAB, but immediately realized this was not the proper way to conduct business and within minutes of giving the check to Brown told him he was going to issue a stop payment on the check and that they would have to formalize the featured artist agreement through proper channels, between STB and the Featured artist's record label. Brown responded by telling Kane that he was going to go to the bank in the morning and threatened that "the check better be good." When the check was (obviously) rejected because of the stop pay, Brown then publicly made defamatory statements on social media about STB writing bad checks and not paying their bills. Thereafter, Kane reached out to the president of the featured artist's label, who confirmed that the featured artist (who is also the owner of his label) had agreed to do the feature and video for \$150,000.00, thereby exposing that Brown had attempted to defraud STB of \$100,000.00 in excess of what the featured artist was willing to accept for his services.

c. STB had arranged a promotional appearance for Brown to appear at a sneaker expo in Chicago. Brown attempted to circumvent STB by contacting the promotor of the expo directly and telling him he is “no longer working with STB.” When the promotor explained that the appearance had been arranged by STB and the deposit already paid to them, Brown responded “suck my dick faggot tell them pay there (*sic*) bills cheap ass white boys.” Brown also publicly posted “let’s stop with this false promo until deal done Stb ain’t secure doesn’t pay or rep ab.”

d. Brown has made numerous statements, some publicly, that are derogatory to STB and indicate that he does not intend to honor the Contract and does not view himself as having or wanting anything to do with STB, to wit, saying “far as my understand u don’t rep me ain’t nothing stb so don’t use my name or post my picture keep my dick out y’all mouth eat another one;” “ ... we can scratch this deal u guys Rookies;” publicly disparaging STB as “riding my wave records” and “sell hats records” and publicly stating (incorrectly) “Never exclusive Dummy.” Brown further posted a picture of a \$10,000.00 Johnny Dang pendant, given to him by STB with the intention that he would wear it to help promote STB, disrespectfully stating that he is “giving away this custom piece” as a promotion for people to follow Brown’s own record label (CAB) on Instagram.

e. Brown has repeatedly asked Kane to take down images and video of him from the STB Instagram page and other social media platforms, further evincing that he has no intention to support or promote STB as an exclusive recording artist under the Contract.

f. Brown has refused to speak or otherwise communicate with Kane or anyone at STB, and has made no effort to discuss with them the recordings required to be

completed for the first period of the Contract, what tracks will be recorded, where they will be recorded, what producers will be used, what, if any, featured artists will appear, what the recording budget will be, or anything else related to providing his services under the Contract. It is impossible for STB to function under the Contract under these circumstances.

g. Unrelated, but certainly germane to this action, is a separate lawsuit brought in Broward County by Kane, individually, against Brown. That action asserts that Brown agreed to sell Kane a Richard Mille Rm 011 watch for \$160,000.00. Kane took possession of the watch and wired \$160,000.00 to Brown's company, Boomin' Productions, LLC. Kane subsequently took the watch to a jeweler who deals in Richard Mille watches and the dealer informed him that the watch was counterfeit. Ryan thereafter learned that Brown knew the watch was counterfeit when he sold it to him, giving rise to causes of action for fraud in the inducement, fraudulent misrepresentation, breach of an oral contract, and FDUTPA violations.

19. Paragraph 20.(f) of the Contract provides, in pertinent part, that "[i]f either party retains an attorney to enforce or litigate this Agreement, its validity, or any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements incurred pre and post suit, and in all phases of litigation, including appellate proceedings and any action to determine entitlement to, and the amount of, recoverable attorney fees and costs."

COUNT ONE
BREACH OF CONTRACT

20. Plaintiff re-alleges and incorporates paragraphs two through nineteen above as if fully set forth herein.

21. As set forth above, the Plaintiff and the Defendants are parties to a valid contract.

22. Defendant Brown has materially breached the Contract by refusing or otherwise failing to provide the services required thereunder.

23. Plaintiff has suffered damages caused by Defendants' breach, including the loss of the benefit of Defendant Brown's services, and the \$150,000.00 paid to the Defendant to secure those services.

WHEREFORE, Plaintiff demands judgment for damages against the Defendants, together with pre-judgment interest thereon, and attorney fees pursuant to the terms of the Contract or any applicable fee-shifting statute, legal assistant fees pursuant to § 57.104, Florida Statutes (2020), and costs pursuant to §§ 57.041 and 92.231(2), Florida Statutes (2020), and Plaintiff demands a trial by jury on all issues so triable.

COUNT TWO
BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING

24. Plaintiff re-alleges and incorporates paragraphs two through nineteen above as if fully set forth herein.

25. As set forth above, the Plaintiff and the Defendants are parties to a valid written contract.

26. The Contract does not directly address the behavior of Brown set forth in Paragraph 18 above.

27. Defendant Brown through his conscious and deliberate actions, including those described in Paragraph 18 above, has failed or refused to discharge his contractual responsibilities, and such failure or refusal has unfairly frustrated the Contract's purpose and thwarted the Plaintiff's expectations.

28. The Defendants' breach deprives the Plaintiff of the Contract's benefits.

29. Plaintiff has suffered damages caused by Defendants' breach, including the loss of the benefit of Defendant Brown's services, and the \$150,000.00 paid to the Defendant to secure those services.

WHEREFORE, Plaintiff demands judgment for damages against the Defendants, together with pre-judgment interest thereon, and attorney fees pursuant to the terms of the Contract or any applicable fee-shifting statute, legal assistant fees pursuant to § 57.104, Florida Statutes (2020), and costs pursuant to §§ 57.041 and 92.231(2), Florida Statutes (2020), and Plaintiff demands a trial by jury on all issues so triable.

COUNT THREE
DEFAMATION – LIBEL

30. Plaintiff re-alleges and incorporates paragraphs two through nineteen above as if fully set forth herein.

31. As set forth in Paragraph 18 above, Defendant Brown made false and defamatory statements on social media about STB, including that they write bad checks and don't pay their bills.

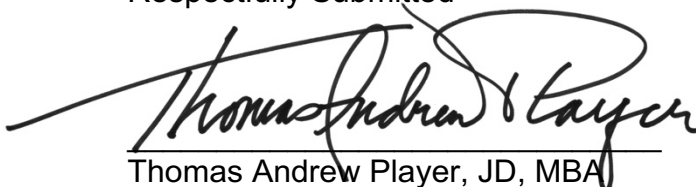
32. Defendant Brown made the defamatory statements negligently.

33. Plaintiff suffered damages as a result of the defamatory statements.

WHEREFORE, Plaintiff demands judgment for damages against the Defendants, together with pre-judgment interest thereon, legal assistant fees pursuant to § 57.104, Florida Statutes (2020), and costs pursuant to §§ 57.041 and 92.231(2), Florida Statutes (2020), and Plaintiff demands a trial by jury on all issues so triable.

October 5, 2022

Respectfully Submitted



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EXHIBIT A

EXCLUSIVE ARTIST AGREEMENT

This Agreement ("Agreement") is made, effective as of July 13, 2022 (the "Effective Date"), by and between Secure The Bag Entertainment, LLC ("Company"), a Florida limited liability company, d/b/a STB Entertainment, 3544 San Remo Terrace, Sarasota, Florida, 34239, on the one hand, and CAB Records, Inc. ("you" or "your"), a Delaware corporation, f/s/o Antonio Tavaris Brown, Sr., p/k/a "AB" ("Artist"),
, on the other hand.

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties hereby agree as follows:

1. **Term:** During the term hereof (the "Term") and throughout the world and universe (the "Territory"), Artist's exclusive recording services shall be furnished to Company. The Term shall commence as of the date hereof and shall continue for an initial period (the "First Contract Period"), plus a second period ("Second Contract Period"), if exercised by the mutual agreement of Company and you on behalf of Artist (collectively, "Contract Period(s)"). To the extent that any third-party distributor, including, without limitation, one that distributes Company's own record label (each a "Distributor"), requires the delivery of more than the Minimum Recording Commitment for two Contract Periods, you and Artist shall negotiate in good faith with Company and/or Distributor to grant Company that number of additional Contract Periods required by the Distributor, subject to the Distributor's terms for exercise of the option periods. Company and Artist may mutually exercise the option for the Second Contract Period by exchanging written confirmation of their agreement to exercise the option, or otherwise memorializing their exercise of the option in writing, not later than the expiration date of the First Contract Period. The First Contract Period shall commence on the date hereof and shall continue until the date that is nine (9) months following the commercial release date throughout the United States for the last master recording released of the master recordings constituting the Minimum Recording Commitment for such Contract Period, but in no case shall the First Contract Period continue past the date that is eighteen (18) months following the commercial release date throughout the United States for the first master recording released of the master recordings constituting the Minimum Recording Commitment for such Contract Period (e.g., in the event not all master recordings constituting the Minimum Recording Commitment for such Contract Period are released). If exercised, the Second Contract Period shall commence on the date following the date of expiration of the First Contract Period and shall continue until the date that is nine (9) months following the commercial release date throughout the United States for the last master recording released of the master recordings constituting the Minimum Recording Commitment for such Contract Period, but in no case shall the then-current Contract Period continue past the date that is eighteen (18) months following the commercial release date throughout the United States for the first master recording released of the master recordings constituting the Minimum Recording Commitment for such Contract Period.

If the first (or any subsequent) agreement with a Distributor regarding your recording services pursuant to which Company grants to a Distributor or Distributors the right, among other things, to produce, manufacture and/or distribute phonograph records embodying your performances (including without limitation, the master recordings recorded hereunder) (each

a “Distribution Agreement”) expires or terminates prior to the expiration of the then-current Contract Period, then the then-current Contract Period and the Term of this Agreement shall automatically be deemed extended, until the date on which Company enters into a new Distribution Agreement with a new Distributor. Notwithstanding the foregoing, any such extension shall not continue for more than six (6) months, provided that you reasonably cooperate with Company, at Company’s request, for the recording of additional master recordings for use in securing a new Distribution Agreement. For the avoidance of doubt, if no Distribution Agreement is secured during the six (6) month extension, then the Contract Period and the Term of this Agreement will continue thereafter.

2. Distribution Agreement: Upon your written approval and execution of a Distribution Agreement, the relevant terms and conditions of each applicable Distribution Agreement related to Artist’s services, products, name, likeness, recordings and any other Materials created by Artist pursuant to the Distribution Agreement shall automatically be deemed incorporated herein and you and Artist agree to comply with and be bound by such terms and conditions as the same relate to you and Artist (including without limitation, any rights required by the Distributor under the Distribution Agreement relating to premium ticketing, VIP experiences, social media, consumer data, live performances and merchandise). Company shall provide you with a copy of the Distribution Agreement. Upon Company’s entering into the Distribution Agreement after your prior written approval of the terms and conditions thereof, the following shall apply: (i) Company shall have the unrestricted right, at its discretion, to conform any one or more provisions (e.g., definitions, reserves, free goods, Term, recording commitment, sample clearance policies, royalty calculations, calculations relating to touring, merchandising, and other ancillary rights hereunder, etc.) of this Agreement to the Distribution Agreement (including without limitation, the timing of any advances that are payable, etc.); and (ii) you and Artist shall comply with all of the terms and conditions of this Agreement and the Distribution Agreement to enable Company to fulfill all of Company’s obligations under the Distribution Agreement. Company may request you or Artist to enter into an exclusive recording agreement directly with Distributor and/or Company (a “Subsequent Recording Agreement”) in order to effect some or all of the terms and conditions contained in this Agreement, and you and Artist represent and warrant that either of you, as applicable, shall negotiate in good faith to enter into any such recording agreement at Company’s request, and you or Artist, as applicable, shall comply with all terms and conditions of this Agreement and the Subsequent Recording Agreement to enable Company to fulfill all of Company’s obligations under the same. In such event, the “Subsequent Recording Agreement” shall also be referred to herein as the “Distribution Agreement”. For the avoidance of doubt, in the event that you or Artist enter into a Subsequent Recording Agreement and there are rights granted pursuant to this Agreement that are not granted to Distributor and/or Company in the Subsequent Recording Agreement, you acknowledge and agree that this Agreement shall remain in full force and effect with respect to any and all such rights granted to Company hereunder which are not covered in the Subsequent Recording Agreement. The parties hereto acknowledge and agree that your complying with the terms and conditions of this paragraph 2 is a material inducement to cause Company to enter into this Agreement.

3. Grant of Rights:

(a) Subject to the right of reversion in Paragraph 3.(d) below, all master recordings recorded hereunder during the Term, from the inception of recording thereof, and all records

manufactured therefrom, together with the performances embodied thereon, shall be the sole property of Company and its designees throughout the universe, free from any claims whatsoever by you, Artist or any other person; and Company and its designees (including a Distributor) shall have the exclusive right to copyright such master recordings in its name as the owner and author thereof and to secure any and all renewals and extensions of such copyright. All such master recordings shall be deemed "works for hire" owned by Company or its designee. If for any reason, such master recordings are determined not to be "works for hire", then all right, title and interest therein and thereto, including all copyrights therein, are hereby deemed irrevocably transferred to Company or its designee. You and Artist hereby irrevocably and unconditionally waive any and all so-called droit moral and like rights that you and Artist have in the master recordings and in the performances embodied thereon.

(b) Reserved.

(c) Without limiting the generality of Paragraph 3.(a) above, Company and its designees (including a Distributor) shall have the unlimited and exclusive right, throughout the Territory (a) to manufacture, sell, distribute, promote, advertise and otherwise exploit records and other derivatives, by any method now or hereafter known, derived from the master recordings made hereunder, under any trademarks, trade names, service marks or labels (or to refrain from the same); (b) subject to the right of reversion in Paragraph 3.(d) below, to lease, license, convey or otherwise use, alter, adapt, or change any master recordings made during the Term, or parts thereof, by any method, media and/or field of use now or hereafter known; (c) to perform publicly recordings, whether on radio, television, in audiovisual works or elsewhere and other reproductions embodying the master recordings made hereunder (or any portion thereof); and (d) to conduct online transmission with respect to the master recordings made hereunder; (e) to reproduce, print, publish, or disseminate in any medium your names, portraits, pictures, likenesses and biographical material concerning you or Artist, as news or information, or for the purposes of trade, or for advertising purposes, or in Company's or the Distributor's or their licensee's institutional advertising; (f) to exploit names, portraits, pictures, likenesses and biographical material concerning you or Artist in connection with any artwork created in connection with the masters, including without limitation, album artwork, or any merchandise in connection therewith; and/or (g) to refer to Artist during the Term as Company's (and Distributor's, as applicable) exclusive recording artist, and you and Artist shall in all your activities in the entertainment field use reasonable efforts to be billed and advertised during the Term as Company's and/or Distributor's exclusive recording artist. You and Artist shall have the opportunity to approve in writing the portraits, pictures, likenesses, and biographical material concerning you and Artist. During the Term, you grant to Company (and Distributor) the exclusive right to establish and maintain Artist-branded digital websites in connection with Artist's recording services.

(d) Thirty (30) months after expiration or termination of the Term, you or Artist, as applicable, shall have the right to purchase all right, title, and interest in and to all or any of the masters recorded during the Term, by payment to company of a sum equal to twenty percent (20%) of all net monies received by Company during the Term and post-Term attributable to the masters being purchased, plus repayment of any advances that are unrecouped at the time of purchase. Upon any such purchase, Company shall assign and transfer to you or Artist, as applicable, all copyrights in and to the purchased masters.

4. Recording Commitment: During each Contract Period, you shall furnish Artist's services to Company, in accordance with the terms and conditions hereof, in connection with recording sufficient masters to constitute one (1) album (containing at least twelve (12) masters, each of which embody different musical compositions and feature Artist's performances of selections not previously recorded by Artist and no less than thirty (30) minutes in total length; no "live" recordings will apply in fulfillment of your Minimum Recording Commitment) which shall be deemed to be your "Minimum Recording Commitment" for each Contract Period. You and Artist shall complete each Minimum Recording Commitment album not later than ninety (90) days after the commencement of each Contract Period or another date if Company so requires or if the Distribution Agreement so requires. Artist shall perform for Distributor and/or Company for the purposes of making audiovisual recordings and shall, without limitation of the obligations of you and Artist as set forth elsewhere in this Agreement, comply with all terms and conditions relating thereto as may be set forth in any Distribution Agreement. All recording costs approved in writing by you or Artist and paid by Company hereunder shall be deemed "advances" to you on behalf of Artist (and shall include all costs generally and customarily recognized as recording costs in the music industry), including without limitation, all payments to vocalists, musicians, arrangers, sketchers, conductors, orchestrators, producers, engineers, mixers, contractors and copyists in connection with the recording of the master recordings made hereunder, and all union scale payments required to be made to Artist in connection with Artist's recording services hereunder, together with payroll taxes thereon, payments based on payroll to any labor organization or designee thereof, advances and/or fees to the producer of the master recordings (it being understood that no separate fee or advance shall be payable to you or Artist for any producing services in connection with the master recordings), the cost of cartage and rental of instruments for such recording sessions, studio costs (at standard rates with respect to Company's own studio), the costs of demonstration recordings, transportation costs, hotel and living expenses incurred in connection with the preparation and attendance of performers, the individual producers, musicians and other essential personnel at recording sessions, tape, editing and other similar costs in connection with the production of the final master and lacquer masters, if applicable. As between you and Company, Company will pay all specifically approved recording costs in connection with any master recordings made hereunder unless expressly agreed otherwise pursuant to this Agreement. In the event Company uses its own recording facilities in connection with master recordings made hereunder, you and Company acknowledge that Company may charge a reasonable and fair rental fee for such use, competitive with other comparable facilities, to be mutually approved in advance and agreed in writing by Company and you or Artist.

5. Advances and Inducement:

(a) First Contract Period: Within five business days from the full execution of this Agreement, Company shall pay Artist a non-recoupable "signing bonus" of fifty thousand dollars (\$50,000.00), and a recoupable advance of one hundred thousand dollars (\$100,000.00).

(b) Second Contract Period: Within five business days of commencement of the Second Contract Period, if opted, Company shall pay Artist a recoupable advance of one hundred fifty thousand dollars (\$150,000.00).

(c) The First Contract Period advance and the Second Contract Period advance are individually and collectively defined as the "Advance."

(d) Company hereby acknowledges and agrees that, as an inducement to you and Artist to enter into this Agreement, Company will grant you or Artist a five percent (5%) ownership interest in the Company (the "Inducement Interest"). Concurrently with the execution of this Agreement or soon thereafter, the signatories hereto shall execute a mutually agreeable operating agreement for the Company, Secure The Bag Entertainment, LLC, which describes the full ownership of the Company, including the Inducement Interest.

6. Marketing Budget: Company shall provide a marketing budget ("Marketing Budget") of up to three hundred seventy-five thousand dollars (\$375,000.00) in each of the First Contract Period and Second Contract Period. All marketing expenses shall be mutually agreed to in writing by Company and Artist; provided, however, that Company shall use commercially reasonable efforts during the Term to spend the Marketing Budget on advertising and promoting the masters and any associated albums, EPs, and singles. For clarity and the avoidance of doubt, the Marketing Budget shall not be deemed an "advance" hereunder but shall be a Deduction as defined in Paragraph 7.(b) below.

7. Royalties:

(a) Company agrees to pay to you or credit to your account, when and if Company shall receive same, an amount equal to fifty percent (50%) of any net advances and net royalties received by Company in connection with the Distribution Agreement specifically relating to the exploitation of the results and proceeds of Artist's services (or net monies received outside of a Distribution Agreement directly by Company specifically relating to the exploitation of the results and proceeds of Artist's services), net of any "Deductions" actually incurred by Company. For the avoidance of doubt, it is understood that monies payable to you hereunder shall not include any performance or statutory royalties for the so-called "label share" (e.g. from SoundExchange or Phonographic Performance Ltd.), where you or Artist are entitled to claim the so-called "artist's share" thereof directly, nor shall it include any payments received by Company which are not solely attributable to the exploitation of any particular masters hereunder (e.g., without limitation, a "blanket agreement" under which a third party is granted access to all or a significant portion of Company's catalog).

(b) "Deductions" shall mean the Advance and all of Company's actual direct, non-overhead, unreimbursed costs and expenses which are mutually agreed to in writing by Company and Artist and directly attributable to the production, manufacture, packaging, sale, distribution, marketing, promotion, advertising or exploitation of masters, musical compositions, artwork or merchandise hereunder embodying Artist's performances, name, image and/or likeness, any and all monies spent in connection with the development of Artist's music career or otherwise created in connection with the rights granted by you hereunder (e.g., recording costs, producer and/or mixer advances and royalties that aren't treated as advances hereunder at Company's election, all costs and expenses with respect to the making of artwork or merchandise, manufacturing costs, advances, royalties, videos, expenditures for wardrobe or jewelry (which shall remain the property of Company until the cost thereof is recouped), marketing and promotion expenditures and royalties and other monies payable or becoming payable to unions).

(c) Except as otherwise provided herein, all monies paid to you or Artist, or on behalf of you or Artist, by mutual written agreement of Company and Artist, pursuant to or in connection with this Agreement (other than royalties paid hereunder) shall constitute advances recoupable from royalties hereunder unless otherwise expressly agreed in writing by an authorized officer of Company.

(d) Notwithstanding anything to the contrary above in this Paragraph 7, if Company enters into a Distribution Agreement pursuant to which your masters hereunder are distributed, and pursuant to which Company is compensated for sales of records hereunder on a basis other than a royalty expressed as a percentage of a retail or wholesale-based price (e.g., on a profit-sharing or other profit-based arrangement or on a distribution fee basis), including without limitation, by way of a so-called "upstream" right for the Distributor in the Distribution Agreement or by way of Company's own distribution arrangement with a Distributor pursuant to which Company self-releases, then all provisions of this Agreement which make reference to the Distribution Agreement shall instead be deemed to refer to the provisions of the Reference Agreement (defined below) corresponding most closely thereto. In that regard, the standard first draft form of an exclusive recording artist agreement for a new recording artist with Company's own label (or that of the Distributor) shall be deemed the "Reference Agreement" it being understood that such Reference Agreement may be a combination of your recording agreement and Company's net profits agreement in one document, in which case it shall be the governing Distribution Agreement. Company (or Distributor as the case may be) and you will negotiate in good faith the terms and conditions of the relevant provisions of such agreement which are not inconsistent herewith, but unless and until such negotiations are concluded in a writing signed by both parties hereto, those provisions of this Agreement shall constitute the "Reference Agreement" hereunder.

8. Ancillary Rights/Activities and Touring: During the Term and for twelve (12) months thereafter, Company shall receive an income participation of ten percent (10%) for all of your or Artist's gross entertainment income secured or substantially negotiated by Company during the Term of this Agreement, calculated as follows: all royalties or flat payments earned by, received by or credited to you or Artist in connection with or arising from the music business (including but not limited to producing and executive producing services, music publishing, endorsements, special marketing arrangements, sponsorships, strategic partnerships, appearances where Artist appears in his capacity as a music artist, the use of Artist's identification as a music artist in games, including video games, and dramatizations such as cartoons). To the extent that the foregoing ancillary rights participation required by a Distributor or the method of calculation thereof required by a Distributor differs from those set forth herein, you and Artist hereby agree to conform such rights to those required by the Distributor. In respect of all tours commenced by Artist, in the event that Company and/or Distributor pays any so-called "tour support" in connection with Artist's touring services, as mutually agreed to by Company and you or Artist, Company shall receive for its own account fifty percent (50%) of the income derived by you or Artist from all tours until all such tour support, if any, paid to you has been fully recouped. Notwithstanding the foregoing, Company shall not be entitled to income participation on tours or live performances procured directly by you or Artist (but Company will be entitled to recoupment of any tour support provided as set forth above); Company shall be entitled to thirty percent (30%) income participation on tours or live performances procured by or on behalf of Company. To the extent that the foregoing touring commissions required by a Distributor or the method of calculation thereof required by a Distributor differs from those set forth herein, you hereby agree to conform such rights

to those required by the Distributor.

9. Name/Website/Logo: You and Artist hereby license to Company the non-exclusive right throughout the Territory, free from any claims (including, without limitation, trademark infringement claims) whatsoever, to utilize any of Artist's professional names whether or not already owned by Company (i) in connection with the establishment or maintenance of a site or sites on the Internet having the URL "[ARTIST].com" (or such other URLs based on or containing your real or professional name as Company and Artist may mutually agree; provided that Company may register such URL in any and all territories and top-level domains (e.g., .com, .UK, etc.) (together, the "Artist URL") and (ii) in connection with a site (a "Successor Site") on each system which succeeds or is similar to the Internet (a "New System"). All Artist URLs shall be registered and owned by you or Artist. During the Term you and Artist grant Company the right to operate and control the contents of the websites bearing the Artist URL and any Successor Sites. Neither you nor Artist shall not operate, or authorize a third party to operate, any website affiliated with your activities in the music industry, or any other website which may compete with the website rights granted above. For the avoidance of doubt, Company shall be permitted to assign the rights under this paragraph to a Distributor if required by the Distribution Agreement. You hereby acknowledge that Company shall have the right to place Company's logo identifications (the "Logo") on the packaging and the liner notes of any records and all advertisements, chat listings and video chyrons relating to any record or master hereunder. Company or Distributor, as applicable, and you or Artist shall mutually determine and agree to the size and prominence of the Logo, and the juxtaposition of the Logo with the other logo identifications. Registration and maintenance of the Logo shall be Company's sole responsibility.

10. Payment of Ancillary Rights/Activities and Touring: You and Artist shall irrevocably direct in writing all third parties to pay the percentages in paragraph 8 at the same time as such third parties account to and/or pay you and/or Artist in accordance with a letter of direction which shall be modified to conform with a letter of direction required by Distributor. To the extent that any such third party shall fail or refuse to make such payment, you and Artist shall account to Company within thirty (30) days after you are accounted to by any third parties. Notwithstanding the foregoing, Company shall be accounted no less frequently than quarterly within thirty (30) days following each March 31, June 30, September 30 and December 31st. Company shall have the right to appoint a certified public accountant to audit your books and records, and those of Artist, concerning your accounting to Company with respect to such rights once per calendar year, upon reasonable written notice and during normal business hours and at Company's sole expense. If such audit reflects an underpayment, you shall remit such underpayment within ten (10) days after its discovery; if such underpayment is greater than ten percent (10%), you shall also reimburse Company's reasonable audit fees; alternatively, Company, in its sole discretion, may treat the underpayment, or the audit fees, or both, as a recoupable advance hereunder.

11. Mechanical Royalties: To the extent that Artist writes musical compositions ("Controlled Compositions") embodied on master recordings under this Agreement, Artist hereby grants to Company (or Company's designee) an irrevocable license under copyright to reproduce each musical composition and to distribute them in the United States and Canada. With respect to Controlled Compositions embodied in masters recorded during the Term, the mechanical license shall be perpetual, unless and until you or Artist exercise the right of reversion in Paragraph 3.(d) above. For the mechanical licenses, Company (or

Company's designee) shall license at 100% of the minimum statutory rate in effect on the Effective Date of this Agreement, payable on a maximum of ten (12) songs for Albums in all formats, five (5) songs for EPs, and two (2) songs for singles. You or Artist agree to issue (and/or cause Artist's music publishing designee to issue if such music publishing designee is not Company) a so-called "first use" mechanical license as to Artist's respective ownership share in any musical composition solely to Company and/or Company's designee under the terms and conditions of this Paragraph 11. You and Artist hereby grant Company a license to reproduce each musical composition in synchronization with and in time relation to visual images in so-called promotional "video programs" on a royalty-free basis. Upon Company's request, you or Artist shall execute and deliver to Company all documents required by Company to effectuate the purposes of this paragraph 11. For the avoidance of doubt, this paragraph 11 shall bind you and Artist and any other party deriving rights from you or Artist or with whom you or Artist have or will enter into an agreement regarding the administration of or transfer of copyright in and to the Controlled Composition. Any assignment made of the ownership of copyright in, or the rights to license or administer the use of, any musical composition shall be made subject to the provisions of this paragraph 11. You and Artist agree to indemnify and hold Company harmless for the payment of mechanical royalties exceeding the applicable amounts in the provisions of this paragraph 11. If Company pays or is charged by a Distributor for any such excess, Company may recover such excess from royalties or any other payments due to you or Artist hereunder.

12. Creative Control: Creative decisions shall be made by mutual approval of Company and Artist, including without limitation, (i) the producer(s) and mixer(s) of all master recordings; (ii) the material to be recorded and the number of compositions to be recorded; and (iii) the dates of recording and the studio(s) where recording is to take place. Each master recording made hereunder shall be subject to Company's (and as required by any Distribution Agreement, the Distributor's) approval as technically and commercially satisfactory for manufacture and sale, and such approval shall not be unreasonably withheld.

13. Accounting: Company or Distributor shall compute royalties and any other monies payable to you hereunder and will render statements and pay (or cause to be paid) such royalties, less any unrecouped advances (including the Advance) and any other permissible offsets, within ninety (90) days after the end of each semiannual accounting period (June 30th and December 31st). Company may deduct any amount you may owe Company under this Agreement from any royalties payable hereunder, or, if provided elsewhere hereunder, from any other payment due to you under this Agreement. Company and Distributor will have the right to maintain reasonable reserves against returns and other adjustments. Company will liquidate each such reserve within two (2) accounting periods after it is initially retained. Royalties for Records sold for distribution outside of the United States of America (the "foreign sales") shall be computed in the national currency in which Company is paid by its licensees and shall be paid to you at the same rate of exchange at which Company is paid. For accounting purposes, foreign sales shall be deemed to occur in the same semi-annual accounting periods in which Company's licensees account to and pay Company therefor. At any time within three (3) years after any royalty statement is rendered to you hereunder, you shall have the right to give Company written notice of your intention to examine Company's books and records with respect to such statement, at your sole cost and expense, by any certified public accountant provided he or she is not then engaged in an outstanding examination of Company's books and records on behalf of a person other than you. Such examination shall be made during Company's usual business hours at the place where

Company maintains the books and records which relate to you and which are necessary to verify the accuracy of the statement or statements specified in your notice to Company and your examination shall be limited to the foregoing. Your right to inspect Company's books and records shall be only as set forth in this Paragraph 13 and Company shall have no obligation to produce such books and records more than once with respect to each statement rendered to you, other than as may be required in any legal action. Unless notice shall have been given to Company as provided in this paragraph, each royalty statement rendered to you shall be final, conclusive and binding on you and shall constitute an account stated. You shall be foreclosed from maintaining any action, claim or proceeding against Company in any forum or tribunal with respect to any statement or accounting rendered hereunder unless such action, claim or proceeding is commenced against Company in a court of competent jurisdiction within three (3) years after the date such statement or accounting is rendered. You acknowledge that Company's books and records contain confidential trade information and you, or your accountant, as applicable, will execute Company's standard confidentiality agreement prior to examining Company's books and records. If Company initiates an audit of Distributor pursuant to the terms of the distribution agreement, and as a result of said audit Distributor is required to pay additional monies to Company, such monies, less any unrecovered audit expenses, shall be credited as "net royalties" pursuant to paragraph 7.(a) hereof.

14. Suspension and Termination: If Artist's voice or Artist's ability to perform as an instrumentalist becomes materially impaired or if you or Artist fail, refuse, neglect or are unable to comply with any of your or Artist's material obligations hereunder (including, without limitation, failure to timely fulfill your Minimum Recording Commitment), then, in addition to any other rights or remedies which Company may have, Company shall have the right, exercisable at any time by notice to you: (i) to terminate this Agreement without further obligation to you or Artist as to unrecorded master recordings, or (ii) to suspend its obligations hereunder (except for Company's obligation to pay any royalties or other sums to you or Artist hereunder) until such failure is cured. If, because of a so-called force majeure event, including but not limited to any act of God, fire, earthquake, flood, explosion, strike, labor disturbance, civil commotion, war (whether declared or undeclared), terrorist act, disease, epidemic, pandemic, quarantine, travel restrictions, act of government, act of any labor union to which either party is committed in relation to the music industry, or any other cause beyond Company's control, then Company shall have the option by giving you notice to suspend the Term of this Agreement for the duration of any such contingency. If such suspension (a) is caused by disease, epidemic, pandemic, quarantine, travel restrictions, or act of government and (b) the suspension lasts longer than six (6) months, then you shall have the right to terminate this Agreement by written notice to Company.

15. Warranties, Representations, Restrictions and Indemnities: (a) you and Artist warrant and represent that: (i) neither you nor Artist are under any disability, restriction or prohibition, whether contractual or otherwise, with respect to (A) your right to enter into this Agreement, and (B) your and Artist's right to grant the rights granted to Company hereunder, to perform each and every term and provision hereof, and to record each and every Composition hereunder; Company shall not be required to make any payments of any nature for, or in connection with, the acquisition, exercise or exploitation of rights by Company pursuant to this Agreement, except as specifically provided in this Agreement; (ii) Artist is or will become and will remain to the extent necessary to enable the performance of this Agreement, a member in good standing of all labor unions or guilds, membership in which may be lawfully

required for the performance of Artist's services hereunder; (iii) neither the "Materials" nor any use of the Materials by Company will violate or infringe upon the rights of any person. "Materials" as used in this Agreement means any musical, artistic and literary materials, ideas and other intellectual properties, furnished by you or Artist and used and/or exploited hereunder in any manner, including without limitation in connection with any recordings and/or merchandise made hereunder and/or the packaging, sale, distribution, advertising, publicizing or other exploitation thereof, as well as any other musical services rendered by Artist hereunder (and any results and proceeds derived therefrom) and/or the packaging, sale, distribution, advertising, publicizing and/or other exploitation thereof; and (iv) all of your and Artist's representations and warranties shall be true and correct upon execution hereof and upon delivery of any Material (including without limitation, any master recordings) hereunder, and shall remain in effect in perpetuity. Company's acceptance of master recordings or other materials hereunder shall not constitute a waiver of any of your or Artist's representations, warranties or agreements in respect thereof; (b) (i) during the Term of this Agreement, neither you nor Artist will enter into any agreement which would interfere with the full and prompt performance of your respective obligations hereunder, and Artist will not perform or render any services for the purpose of making, promoting, distributing, broadcasting, transmitting and/or marketing phonograph records or master recordings for any person other than Company. After the expiration of the Term of this Agreement, for any reason whatsoever, Artist shall not perform any musical composition recorded hereunder for any person other than Company for the purpose of making and releasing phonograph records or master recordings prior to the date that is the later of five (5) years subsequent to the date of delivery of the master containing such composition or two (2) years subsequent to the expiration date of the Term; (ii) you will not at any time record, manufacture, distribute, use, sell, exploit or otherwise authorize or knowingly permit Artist's performances to be recorded by any party for any purpose without an express written agreement prohibiting the use and/or exploitation of such recording in violation of the foregoing restrictions; (c) you and Artist shall comply with any other restriction, and shall grant any additional rights (including, without limitation, rights with respect to artist websites and other internet related rights over and above the rights granted hereunder) and do such other things, as may be required by the Distributor pursuant to the Distribution Agreement so that Company may perform all of its obligations thereunder; (d) you and Artist will at all times jointly and severally indemnify and hold harmless Company and any licensee of Company from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any alleged breach or breach by you or Artist of any warranty, representation or agreement made by you or Artist in this Agreement. You will reimburse Company and/or its licensees on demand for any payment made or claim in respect of which Company or its licensees are entitled to be indemnified. Upon the making or filing of any such claim, action or demand, Company shall be entitled to withhold from any amounts payable under this Agreement such amounts as are reasonably related to the potential liability in issue. You shall be notified of any such claim, action or demand and shall have the right, at your own expense, to participate in the defense thereof with counsel of your own choosing; provided, however, that Company's decision in connection with the defense of any such claim, action or demand shall be final. Company will and at all times indemnify and hold harmless you and Artist, as well as yours or their owners, employees, representatives, agents, officers, directors, and assigns against any loss, costs, damage, injury to persons or property, actions, claims, demands, expenses, judgments, court orders, or other liabilities arising directly or indirectly out of or in connection with the misconduct, negligence or recklessness, or intentional acts or omissions of Company or Company's owners, employees,

subcontractors, representatives, agents, officers, directors, or assistants, or related in any manner to the performance or failure to perform Company's obligations contained in this Agreement.

16. Legal & Equitable Relief: You acknowledge that Artist's services hereunder and the rights and privileges granted to Company under the terms hereof, are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, and that, in the event of a breach by you of any material term, condition, representation, warranty or covenant contained herein, Company will be caused irreparable injury and damage. You and Artist expressly agree that Company shall be entitled to the remedies of injunction and other equitable relief to prevent or remedy a breach of this Agreement, which relief shall be in addition to any other rights or remedies, for damages or otherwise, which Company may have.

17. Assignment: Company may assign this Agreement to the Distributor or to any subsidiary, affiliated or controlling corporation, or to any person or entity owning or acquiring a substantial portion of the stock or assets of Company. Company may also assign its rights hereunder to any of its licensees to the extent necessary or advisable in Company's sole discretion to implement the license granted. Artist shall sign any documentation reasonably required by Company to effectuate Company's rights with you as Artist's loan out company, including without limitation the guarantee agreement attached to this Agreement and copyright assignments, as applicable.

18. Notices: All notices to Artist or to Company shall be sent to their respective addresses by personal delivery; overnight courier with a signed receipt; certified or registered mail, return receipt requested; or email with delivery and read receipts (or similar verification that email was sent and delivery did not fail). Notices will be considered to have been given when they are personally delivered; deposited with the courier or mailed, according to the method used; or if by email, at the time delivery is confirmed, and if after 5:00 PM in the recipient's time zone, the next business day. A copy of all notices of a legal nature given by you to Company must also be sent to Player Entertainment Law, 127 W. Fairbanks Ave., #434 Winter Park, Florida, 32789, Attention: Thomas Player.

19. Notice of Breach: Neither party shall be deemed in breach of this Agreement until the aggrieved party has given notice to the breaching party of the specific nature of the breach, and such breach remains uncured thirty (30) days after receipt of such notice. If the circumstances prohibit a cure period (e.g., they relate to a scheduled event), notice (written, if feasible) shall nonetheless be provided to permit the breaching party the opportunity to cure instantaneously. This provision shall not apply to a threatened or actual breach of your exclusivity obligations.

20. Miscellaneous: (a) This Agreement contains all of the understandings and representations between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Each party affirms that it is not relying on any representation not contained in this Agreement. The parties mutually agree that the Agreement can be specifically enforced in court and may be admitted as evidence in legal proceedings alleging breach of the Agreement. No term of this Agreement shall be deemed waived and no breach excused unless such waiver or consent to breach is made in

writing by the party granting the waiver or consent. A waiver or consent shall not be deemed continuing unless the writing expressly so provides. Any immediate failure by a party to enforce its rights shall not be deemed a waiver of those rights. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party. The headings of the paragraphs hereof are for convenience only and shall not be deemed to limit or in any way affect the scope, meaning or intent of this Agreement or any portion thereof; (b) it is understood and agreed that in entering into this Agreement, and in rendering services pursuant thereto, you have, and shall have, the status of an independent contractor and nothing herein contained shall contemplate or constitute you as Company's employee or agent; (c) those provisions of any applicable collective bargaining agreement between Company and any labor organization which are required, by the terms of such agreement, to be included in this Agreement shall be deemed incorporated herein; (d) if any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having competent jurisdiction to make such determination (a "Competent Judicial Authority"), the remainder of this Agreement shall remain in full force and effect; (e) all covenants, terms, restrictions and other provisions contained in this Agreement are severable, and if any covenant, term, restriction and/or other provision of this Agreement is held by a Competent Judicial Authority to be invalid, void, or unenforceable, such covenant, term, restriction or other provision shall be amended to the extent necessary to be valid and enforceable to the maximum extent possible, and the remainder of the covenants, terms, restrictions and provisions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Without limiting the foregoing, if any Competent Judicial Authority determines that any covenant, term, restriction or other provision of this Agreement, or any part thereof, is unenforceable because of the scope (geographic or otherwise), duration or other term of the same, the scope, duration or other unenforceable term (as the case may be) of such covenant, term, restriction or other provision shall be reduced in a manner so that such covenant, term, restriction or other provision becomes enforceable to the maximum extent possible hereunder and, in its reduced form, such covenant, term, restriction or other provision shall then be enforceable and shall be enforced. Accordingly, the parties acknowledge that any Competent Judicial Authority shall be empowered to modify such invalid, illegal, or unenforceable covenant, term, restriction and/or other provision (if any) in accordance with the terms and conditions of this paragraph; (f) this Agreement, its validity and interpretation, and all actions arising from it shall be governed by and interpreted in accordance with Florida law or the federal law of the Middle District of Florida, as appropriate, without giving effect to any choice or conflict of law provision or rule (whether of the state of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Florida. In the event of litigation concerning this Agreement or the resulting relationship between the parties, exclusive jurisdiction and venue shall rest in the state or federal court serving Sarasota County, Florida. If either party retains an attorney to enforce or litigate this Agreement, its validity, or any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements incurred pre and post suit, and in all phases of litigation, including appellate proceedings and any action to determine entitlement to, and the amount of, recoverable attorney fees and costs. Each party consents to service of process by US Certified Mail, or Federal Express or similar courier, at the address above or such other address as may be later provided in writing to the other party, and the parties agree that service in such manner shall constitute valid service upon such party in connection with any such action or

proceeding; provided, however, that nothing herein shall affect the right of any such parties to serve legal process in any other manner permitted by applicable law; (g) this Agreement shall not be binding on either party until signed by all parties and shall thereafter be legally binding and inure to the benefit of the parties and their respective heirs, successors, and permitted assigns. The Agreement shall be effective if signed in counterparts. A scanned or electronic signature (i.e. DocuSign) shall have the same legal effect as an original signature. Each party warrants that the signature line below accurately represents their correct legal name or entity form and status and, as to the latter, that the signator has the authority to sign therefor; (h) as used herein a "person" or "party" shall mean any individual, corporation, partnership, association or other organized group of persons or legal successors or representatives of the foregoing.

[SIGNATURES ON FOLLOWING PAGE]

YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT AND HAVE BEEN ADVISED BY COMPANY OF THE SIGNIFICANT IMPORTANCE OF RETAINING AN INDEPENDENT ATTORNEY OF YOUR CHOICE TO REVIEW THIS AGREEMENT ON YOUR BEHALF. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD THE UNRESTRICTED OPPORTUNITY TO BE REPRESENTED BY AN INDEPENDENT ATTORNEY. IN THE EVENT OF YOUR FAILURE TO OBTAIN AN INDEPENDENT ATTORNEY OR WAIVER THEREOF, YOU HEREBY WARRANT, REPRESENT AND AGREE THAT YOU WILL NOT ATTEMPT TO USE SUCH FAILURE AND/OR WAIVER AS A BASIS TO AVOID ANY OBLIGATIONS UNDER THIS AGREEMENT, OR TO INVALIDATE THIS AGREEMENT OR TO RENDER THIS AGREEMENT OR ANY PART THEREOF UNENFORCEABLE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Secure The Bag Entertainment, LLC:

DocuSigned by:



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By: Ryan Kane
Authorized Member

Artist:

DocuSigned by:



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By: Antonio Tavaris Brown, Sr.
p/k/a AB

CAB Records, Inc.:

DocuSigned by:

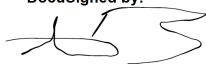


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By: Antonio Tavaris Brown, Sr.
Authorized Member

Artist's Inducement and Guarantee

The undersigned has read and understands the foregoing Agreement and agrees to all of the terms and conditions thereof. The undersigned agrees to guarantee their performance, and all warranties, representations, covenants and agreements made by CAB Records, Inc., under the foregoing Agreement, and further agrees to look exclusively to CAB Records, Inc., for payment of all compensation due to them in connection with the performance of their services as set forth above in the Agreement.

DocuSigned by:

D3610694D928405...

Antonio Tavaris Brown, Sr.
p/k/a AB