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14 Attorneys for Plaintiff KENNY NOLAN

15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 KENNY NOLAN dba SOUND OF  
18 NOLAN MUSIC and dba KENNY  
19 NOLAN PUBLISHING,

20 Plaintiff,

21 vs.

22 SONY/ATV MUSIC PUBLISHING  
23 LLC, a Delaware corporation;  
24 STONE DIAMOND MUSIC  
25 CORPORATION, a Michigan  
26 corporation, EMI APRIL MUSIC  
27 INC, a Connecticut corporation; EMI  
28 BLACKWOOD MUSIC, INC., a  
Connecticut corporation; and DOES  
1 through 30, inclusive;

Defendants.

**CASE NO.**

**FIRST AMENDED COMPLAINT:**

1. **BREACH OF WRITTEN CONTRACT**
2. **MONEY HAD AND RECEIVED**
3. **ACCOUNTING**
4. **RESCISSION AND SPECIFIC RESTITUTION**
5. **COPYRIGHT INFRINGEMENT**
6. **DECLARATORY RELIEF**

**DEMAND FOR JURY TRIAL**

1 Plaintiff KENNY NOLAN doing business as SOUND OF NOLAN MUSIC and  
2 KENNY NOLAN PUBLISHING (“Nolan”) alleges:

3 **NATURE OF THIS ACTION**  
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5 1. This action is brought by Nolan against (a) Sony/ATV Music Publishing  
6 LLC (“Sony/ATV”), (b) EMI April Music Inc. and EMI Blackwood Music, Inc.  
7 (collectively “EMI”) and (c) Stone Diamond Music Corporation (“Stone Diamond”)  
8 based on Defendants’ and each of their actions and accountings in the collection of  
9 music publishing income from musical compositions written by Nolan alone or with  
10 others.  
11

12 2. Nolan and Bob Crewe (“Crewe”) entered into a music publishing  
13 agreement dated as of October 1, 1973 by and between Nolan and Bob Crewe (“Crewe”)  
14 as modified by (i) a letter of clarification among Stone Diamond, Crewe dba Tannyboy  
15 Music and Nolan dated as of January 18, 1974, (ii) a termination agreement dated as of  
16 September 12, 1974 by and between Nolan and Crewe and (iii) a further letter  
17 agreement dated as of September 26, 1975 by and among Crewe, Nolan and Stone  
18 Diamond. These contracts are collectively referred to herein as the “Split Publishing  
19 Agreement” and true and correct copies are attached hereto as Exhibit 1.  
20  
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22 3. Pursuant to the Split Publishing Agreement, Nolan licensed to Crewe all  
23 rights under copyright (“Music Publishing Rights”) to Nolan’s undivided 50% interest  
24 in and to the copyrights to seventy-seven musical compositions co-written by Nolan  
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1 and Crewe or written by Nolan listed by title on Exhibit 2 attached hereto, including  
2 such standards as *Lady Marmalade* and *My Eyes Adored You* (“Nolan/Crewe  
3 Compositions”).

4  
5 4. The copyrights to each of the Nolan/Crewe Compositions were created  
6 and registered for copyright on or before January 1, 1978 and hence were subject to  
7 copyright protection pursuant to the Copyright Act of 1909, as amended (“1909 Act”).  
8 The 1909 Act provided for an initial term of copyright protection of 28 years (“Initial  
9 Term”) and a possible renewal term of copyright protection of 67 years (“Renewal  
10 Term”).  
11

12  
13 5. On information and belief, Crewe licensed to Stone Diamond all Music  
14 Publishing Rights licensed to him by Nolan pursuant to the Split Publishing Agreement.  
15 On information and belief, in transactions unknown to Nolan, Sony/ATV or EMI or  
16 divisions, subsidiaries, predecessors, affiliates or entities controlled by, controlling or  
17 under common control with Sony/ATV and EMI acquired directly or indirectly from  
18 Stone Diamond or each other all Music Publishing Rights licensed to Stone Diamond  
19 by Crewe. On information and belief, Defendants and each of them assumed, for the  
20 benefit of Nolan, as an implied donee third party beneficiary, the obligations to account  
21 and pay to Nolan all monies due to him pursuant to the Split Publishing Agreement or  
22 otherwise related to Defendants’ and each of their use, exploitation and turning to  
23 account of the Nolan/Crew Compositions.  
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1           6.     The Split Publishing Agreement licensed to Defendants and each of them  
2 all Music Publishing Rights to the Nolan/Crewe Compositions for only the Initial Term  
3 of copyright to each Nolan/Crewe Composition. The Split Publishing Agreement did  
4 not include any valid unambiguous instrument of transfer executed by Nolan to Crewe,  
5 the Defendants or any of them of the Renewal Term of each copyright to each  
6 Nolan/Crewe Composition.  
7

8           7.     Nolan composed alone or with others approximately fifty-three musical  
9 compositions listed by title on Exhibit 3 pursuant to a series of agreements between and  
10 among Nolan, the Wes Farrell Organization and Coral Rock Music Corp. including  
11 without limitation a Mutually Release Agreement dated as of October 1, 1976 by and  
12 among *inter alia* Nolan and Coral Rock Music Corp. (“Nolan Coral Compositions”).  
13 On information and belief in transactions unknown to Nolan, Sony/ATV or EMI or  
14 divisions, subsidiaries, predecessors, affiliates or entities controlled by, controlling or  
15 under common control with Sony/ATV and EMI acquired or appropriated to themselves  
16 the right to administer and collect music publishing revenues from all or some of the  
17 Nolan Coral Compositions.  
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22           8.     This action alleges six causes of action against Defendants and each of  
23 them:  
24

25           A.     Breach of written contract, the Split Publishing Agreement, by (i)  
26 use, exploitation and turning to account of Nolan’s undivided 50% interest in the  
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1 Nolan/Crewe Compositions (“Nolan Renewal Term Share”) during the Renewal Term  
2 of the copyrights to each of the Nolan/Crewe Compositions and (ii) failure and refusal  
3 to account and pay to Nolan at all, or in accordance with the Split Publishing  
4 Agreement, Nolan’s share of the music publishing income earned and accrued by  
5 Defendants and each of them “at the source” from the use, exploitation and turning to  
6 account of the Nolan/Crewe Compositions and the Nolan Coral Rock Compositions.  
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9 B. On the common counts, for money had and received by Defendants  
10 and each of them “at the source” from the use, exploitation and turning to account of  
11 the Nolan share of the music publishing income derived from the Nolan/Crewe  
12 Compositions during the Renewal Term thereof and the Nolan Coral Compositions for  
13 such periods of time as administered by Defendants or any of them.  
14

15 C. An accounting of the monies due to Nolan pursuant to the Split  
16 Publishing Agreement or otherwise with respect to the Nolan/Crewe Compositions, and  
17 Nolan Coral Compositions on a book or mutual, open and current account.  
18

19 D. Rescission *ab initio* of the Split Publishing Agreement, for material,  
20 repeated and fundamental breaches of the terms thereof, and specific restitution to  
21 Nolan of all Music Publishing Rights in the Nolan/Crewe Compositions purportedly  
22 licensed by Nolan to Crewe, Defendants and each of them.  
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25 E. Infringement of copyright by use, exploitation and turning to  
26 account of the Nolan Renewal Term Share of the Nolan/Crewe Compositions.  
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1 F. Declaratory relief that Nolan is the sole owner of the Music  
2 Publishing Rights (i) in the Nolan Renewal Term Share of the Nolan/Crewe  
3 Compositions and (ii) in the Nolan share of the Nolan Coral Compositions, free and  
4 clear of any right, title, interest or other charge thereon in favor of Crewe, Defendants  
5 or any of them.  
6

### 7 **JURISDICTION AND VENUE**

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9 9. This Court has original federal question jurisdiction over this action  
10 pursuant to 28 U.S.C. § 1331, because this action arises under the 1909 Act. This Court  
11 also has diversity jurisdiction pursuant to 28 U.S.C. § 1332 because there is complete  
12 diversity of citizenship between Nolan, on the one hand, and each Defendant, on the  
13 other hand, and because the amount in controversy is greater than \$75,000.  
14

15 10. This Court has personal jurisdiction over each Defendant by reason of each  
16 Defendant's affirmative actions in the State of California in the accounting and payment  
17 to Nolan of the Nolan Share of the music publishing income derived from the  
18 Nolan/Crewe Compositions and Nolan Compositions.  
19

20 11. Venue in this District is proper pursuant to 28 U.S.C. § 1391.  
21

### 22 **PARTIES**

23 12. Nolan is a citizen of the State of California and resident of the County of  
24 Los Angeles.  
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1           13. On information and belief, Sony/ATV is a limited liability company  
2 organized under and pursuant to the laws of Delaware with its principal place of  
3 business in the County of New York, State of New York. On information and belief,  
4 EMI is one or more corporations organized under and pursuant to the laws of  
5 Connecticut with each of their principal place of business in the County of New York,  
6 State of New York. On information and belief, Stone Diamond is a corporation  
7 organized under the laws of the State of Michigan with its former principal place of  
8 business in the County of Wayne, State of Michigan.  
9

11           14. The true names and capacities, whether individual, corporate, associate or  
12 otherwise, of other Defendants sued herein as Does 1-30, inclusive, are unknown to  
13 Plaintiff at the present time, and Plaintiff therefore sues such Doe Defendants, and each  
14 of them, by such fictitious names. If necessary, Plaintiff will seek leave of court to amend  
15 this Complaint to allege the true names and capacities of each Doe Defendant when such  
16 are ascertained.  
17

19           15. Plaintiff is informed and believes and on that basis alleges that each of Does  
20 1-30, inclusive, participated in the activities described herein and rendered material  
21 assistance to the Defendants in the actions and statements herein alleged or, in the  
22 alternative, were through their or any of their acts or omissions a proximate cause of  
23 and/or substantial factor in the loss and damage suffered or sustained by Plaintiff as herein  
24 alleged. Plaintiff is further informed and believes, and on that basis alleges, that certain  
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1 Defendants aided and abetted one or more of the other Defendants or otherwise were a  
2 proximate cause or substantial factor in the loss or damage suffered and sustained by  
3 Plaintiff as herein alleged, in additional ways which are unknown to Plaintiff at this time.  
4

5 16. Plaintiff is informed and believes and on that basis alleges that at all relevant  
6 times each of the Defendants was the “alter ego,” principal or agent, partner, independent  
7 contractor, servant and/or employee or aider and abettor of at least one other of the  
8 Defendants, and all of acts performed by them or omissions alleged herein were made in  
9 the scope and course of their engagement, employment, agency, partnership or other such  
10 relationship, and with the knowledge, consent, approval and/or ratification of the  
11 principals, and each of them.  
12  
13

#### 14 **STATUTE OF LIMITATIONS**

15 17. The obligations of Defendants and each of them to account and pay to  
16 Nolan the monies due to him from the use, exploitation and turning to account of the  
17 Nolan/Crewe Compositions and Nolan Coral Compositions are recurring obligations,  
18 each of which is independently actionable against Defendants and each of them. As  
19 result, each cause of action alleged herein accrues separately for each failure or refusal  
20 of Defendants or any of them to account and pay to Nolan the Nolan Share of music  
21 publishing income derived from the Nolan/Crewe Compositions, Nolan Coral  
22 Compositions as required by the terms of the Split Publishing Agreement or otherwise.  
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1           18.   Without limiting the generality of the foregoing, no cause of action accrues  
2 with respect to any item of music publishing income until and unless Defendants or any  
3 of them have rendered an account to Nolan reflecting that item of music publishing  
4 income. By way of illustration and not by way of limitation, if, as alleged herein,  
5 Defendants or any of them did not account to Nolan with respect to small performing  
6 rights income received or accrued outside the United States for all or substantially all  
7 periods of time, then any cause of action based on Defendants' or any of their failure to  
8 render accounting of such income would accrue only when Defendants or any of the  
9 them render an accounting of such income to Nolan which Nolan is entitled to audit  
10 pursuant the Split Publishing Agreement or otherwise.

14           19.   Defendants and each of them have committed a series of wrongs or injuries  
15 in a recurring pattern of reasonably frequent and similar acts which became apparent to  
16 Nolan through the accumulation of such series of wrong and injuries. As a result, this  
17 series of wrongs or injuries are an indivisible course of conduct actionable in its entirety.  
18 The causes of action herein alleged based on any one or more of such series of wrongs  
19 or injuries do not accrue until commission or sufferance of the last such wrong or injury.

22           20.   Defendants' and each of their series of wrongs or injuries touch and  
23 concern a book or open, mutual and current account between and among Nolan and  
24 Defendants and each of them. As a result, all causes of action touching or concerning  
25 such account do not accrue until the last entry in such account.

1           21. Pursuant to the Split Publishing Agreement, Defendants and each of them  
2 agreed to account to Nolan with respect to all music publishing income earned or  
3 accrued with respect to the Nolan/Crewe Compositions and to permit Nolan to audit  
4 Defendants' and each of their books and records with respect to such music publishing  
5 income. Pursuant to the Split Publishing Agreement, Defendants and each of them  
6 agreed that Nolan would have a period of time after receipt of accountings to audit and  
7 object thereto. As a result, Defendants and each of them agreed by contract that the  
8 statute of limitations for claims by Nolan respecting music publishing income earned  
9 or accrued by Defendants or any of them with respect to the Nolan/Crewe Compositions  
10 would not accrue until Nolan had received an accounting reflecting such music  
11 publishing income.  
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15           22. Defendants' and each of their recurring pattern of reasonably frequent and  
16 similar actions includes without limitation (i) use, exploitation and turning to account  
17 of the Nolan Renewal Term Share to the Nolan/Crewe Compositions, (ii) failure and  
18 refusal to account and pay to Nolan for foreign small performance and mechanical  
19 income derived "at the source" from performance or sale of phonorecords embodying  
20 one or more Nolan/Crewe Compositions or Nolan Coral Compositions, and (iii) failure  
21 and refusal to account to Nolan for other unallocated so called "black box" income  
22 received by Defendants and each of them based on their gross revenues in a particular  
23 territory in a particular year.  
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1           23. Nolan did not discover until on or about January 1, 2016 that (i) he owned  
2 the Nolan Renewal Term Share to the Nolan/Crewe Compositions and (ii) Defendants  
3 and each of them had failed and refused to account and pay to Nolan the Nolan share of  
4 music publishing income derived from the Nolan/Crewe Compositions and/or Nolan  
5 Coral Compositions and earned or accrued by Defendants or any of them but not  
6 reflected on any accounting statements given to Nolan. However, pursuant to an  
7 agreement between Plaintiffs and Defendants, Defendants have agreed that this action  
8 will be deemed to have been filed on September 12, 2016 for purposes of any potentially  
9 applicable statute of limitations.  
10

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13           24. Nolan had no inquiry notice from or by Defendants or any of them to  
14 permit him through reasonable diligence to discover the facts on which Nolan bases the  
15 causes of action herein alleged. Defendants and each of them engaged in the  
16 suppression of one or more facts which concealed the true music publishing income  
17 earned by the Nolan/Crewe Compositions or Nolan Coral Compositions when  
18 Defendants and each of them were bound to disclose those facts pursuant to the Split  
19 Publishing Agreement and/or the 1909 Copyright Act and when Defendants and each  
20 of them gave to Nolan information of other facts which were likely to mislead Nolan  
21 for want of communication of the true facts of the music publishing income of the  
22 Nolan/Crewe Compositions or the Nolan Coral Compositions.  
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**FIRST CAUSE OF ACTION**  
**(Breach of Written Contract)**  
**Against All Defendants**

25. Nolan re-alleges and incorporates herein by this reference as though set forth in full the allegations of Paragraphs 1 through 24 hereinabove inclusive.

26. Defendants and each of them breached the Split Publishing Agreement and the covenant of good faith and fair dealing implied therein by numerous and repeated actions, omissions and statements, including without limitation the following:

A. Collection of music publishing income from the Nolan Renewal Term Share of the Nolan/Crewe Compositions.

B. Failure to account and pay to Nolan at all or in accordance with the Split Publishing Agreement for music publishing income earned “at the source” by use of small and grand performance rights, mechanical licenses and sale of print versions of the Nolan/Crewe Compositions through, inter alia, (i) failure to report foreign small performance and mechanical income and deposit of such income in a “suspense” account not allocated to individual musical compositions, (ii) failure to report “black box” income, (iii) improper deduction of creditable foreign withholding taxes or net income taxes, (iv) improper deduction of administration fees; (v) failure to report music publishing income “at the source,” (vi) improper allocation of music publishing income among musical composition written by other persons and those written or co-written by Nolan and (vii) failure to report guarantees and advances as income when received.

1 C. Denial of access to the books and records of Defendants or any of  
2 them reflecting the accrual of music publishing income from the Nolan/Crewe  
3 Compositions, including without limitation (i) statements from third party aggregators  
4 or sub-publishers, (ii) general and subsidiary ledgers showing all music publishing  
5 income, (iii) electronic databases, (iv) books and records of affiliated foreign sub-  
6 publishers and (v) third party sub-publishing and license contracts affecting the  
7 Nolan/Crewe Compositions.  
8  
9

10 27. Nolan has kept and performed all covenants and condition of the Split  
11 Publishing Agreement to be kept and performed by him, except those covenants and  
12 conditions the performances of which are excused by reason of the breaches of  
13 Defendants and each of them as herein alleged.  
14

15 28. As a direct, proximate and foreseeable cause of Defendants' and each of  
16 their breaches of written contract as herein alleged, Nolan has suffered and sustained  
17 and is entitled to recover from Defendants and each of them actual, general  
18 compensatory and consequential damages in an amount to be proven at trial but no less  
19 than \$20,000,000.  
20  
21

22 **SECOND CAUSE OF ACTION**  
23 **(Money Had And Received)**  
24 **Against All Defendants**

25 29. Nolan re-alleges and incorporates herein by this reference as if set forth in  
26 full the allegations of Paragraphs 1 through 28 hereinabove inclusive.  
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1           33. An accounting is necessary and appropriate to ascertain the exact and  
2 precise monies payable to Nolan pursuant to the Split Publishing Agreement or by  
3 reason of a book or mutual, open and current account between Defendants and each of  
4 them, on the one hand, and Nolan, on the other hand, as herein alleged.

5  
6           34. The exact and precise monies due and owing to Nolan from Defendants  
7 and each of them is unknown to Nolan and cannot be ascertained without an accounting.  
8 Nolan has demanded a complete and proper accounting from Defendants and each of  
9 them of all monies owed to Nolan pursuant to the Split Publishing Agreement and the  
10 book or open, mutual and current account between Defendants and each of them, on the  
11 one hand, and Nolan, on the other hand. Defendants and each of them have failed and  
12 refused to give to Nolan a complete and proper accounting of all monies payable to  
13 Nolan as herein alleged.  
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17                   **FOURTH CAUSE OF ACTION**  
18                   **(Rescission And Specific Restitution)**  
19                   **Against All Defendants**

20           35. Nolan re-alleges and incorporates by this reference as though set forth in  
21 full the allegations of Paragraphs 1 through 34 hereinabove inclusive.

22           36. Defendants' and each of their breaches of the Split Publishing Agreement  
23 are of so fundamental, material and substantial a nature, that they affect the very essence  
24 of the contract, defeat the objectives of the parties in entering into the contract through  
25 the fault of Defendants and each of them and consequently deny to Nolan the  
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1 consideration due to him for the license of Music Publishing Rights to the Nolan/Crewe  
2 Compositions.

3 37. On rescission of the Split Publishing Agreement, Nolan is entitled to  
4 specific restitution to him ab initio of all Music Publishing Rights licensed by him to  
5 the Nolan/Crewe Compositions.  
6

7 **FIFTH CAUSE OF ACTION**  
8 **(Copyright Infringement)**

9 38. Nolan re-alleges and incorporates by this reference as though set forth in  
10 full the allegations of Paragraphs 1 through 37 hereinabove inclusive.  
11

12 39. Nolan is an author of each Nolan/Crewe Composition. Nolan is the owner  
13 of the Nolan Renewal Term Share in each Nolan/Crewe Composition. Each  
14 Nolan/Crewe Composition has been registered in the United States Copyright Office  
15 identifying Nolan as an author of each such Composition. The renewal term of each  
16 Nolan/Crewe Composition has been registered in the United States Copyright Office.  
17 All Nolan/Crewe Compositions are original musical compositions written and created  
18 in the United States.  
19  
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21 40. Defendants and each of them have purported to use, exploit and turn to  
22 account exclusive rights under copyright in each of the Nolan/Crewe Compositions  
23 without a valid unambiguous instrument of transfer executed by Nolan. Defendants and  
24 each of them have therefore infringed such copyrights by making copies and  
25 phonorecords thereof.  
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1           41. Nolan has suffered and sustained and is entitled to recover from  
2 Defendants and each of them (i) damages to be proven at trial but no less than  
3 \$20,000,000 and (ii) Defendants' and each of their profits from use, exploitation or  
4 turning to account of Music Publishing Rights during the Renewal Term of the  
5 Nolan/Crewe Compositions.  
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8                                   **SIXTH CAUSE OF ACTION**  
9                                   **(Declaratory Relief)**  
10                                  **Against All Defendants**

11           42. Nolan re-alleges and incorporates by this reference as though set forth in  
12 full the allegations of Paragraphs 1 through 41 hereinabove inclusive.

13           43. A case of actual controversy has arisen and now exists between and among  
14 Nolan, on the one hand, and Defendants, and each of them, on the other hand. Nolan  
15 contends:  
16

17                   A. That the Nolan Renewal Term Share of the Nolan/Crewe  
18 Compositions is owned by Nolan and that no unambiguous valid instrument of transfer  
19 has been executed by Nolan which could or did assign the Nolan Renewal Term Share  
20 to Defendants or any of them.  
21

22                   B. That Nolan is entitled to rescind the license of Music Publishing  
23 Rights in the Nolan/Crewe Compositions by reason of the fundamental, material and  
24 substantial breaches of the Split Publishing Agreement herein alleged and is and has  
25 been *ab initio* the owner of all Music Publishing Rights in the Nolan/Crewe  
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1 Compositions purportedly licensed to Defendants or any of them by Nolan, free and  
2 clear of any right, title, interest or other charge thereon in favor of Defendants or any of  
3 them.

4  
5 Defendants and each of them dispute and deny Nolan's contentions as  
6 hereinabove alleged.

7 44. Nolan is entitled to a declaration from this Court:

8  
9 A. That Nolan Renewal Term Share of the Nolan/Crewe Composition  
10 is owned by Nolan and that no unambiguous valid instrument of transfer has been  
11 executed by Nolan which could or did assign the Nolan Renewal Term Share to  
12 Defendants or any of them.

13  
14 B. That Nolan is entitled to rescind the license of Music Publishing  
15 Rights in the Nolan/Crewe Compositions by reason of the fundamental, material and  
16 substantial breaches of the Split Publishing Agreement herein alleged and is and has  
17 been ab initio the owner of all Music Publishing Rights in the Nolan/Crewe  
18 Composition purported licensed to Defendants or any of them by Nolan, free and clear  
19 of any right, title, interest or other charge thereon in favor of Defendants or any of them.  
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22 **JURY DEMAND**

23 Plaintiff demands a trial by jury on all claims for which trial by jury is allowed.  
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**PRAYER FOR RELIEF**

WHEREFORE, Nolan prays for judgment against Defendants and each of them as follows:

A. The actual, general compensatory and consequential damages in an amount to be proven at trial but no less than \$20,000,000.

B. For disgorgement of Defendants' and each of their profits from the use, exploitation and turning to account of the Nolan/Crewe Compositions.

C. Nolan's attorney fees pursuant to Section 505 of the Copyright Act of 1976 as amended, and for costs of suit.

D. For interest on each award of damages, as may be permitted on law.

E. For a declaration that:

1. That Nolan Renewal Term Share of the Nolan/Crewe Compositions is owned by Nolan and that no unambiguous valid instrument of transfer has been executed by Nolan which could or did assign the Nolan Renewal Term Share to Defendants or any of them.

2. That Nolan is entitled to rescind the license of Music Publishing Rights in the Nolan/Crewe Compositions by reason of the fundamental, material and substantial breaches of the Split Publishing Agreement herein alleged and is and has been *ab initio* now the owner of all Music Publishing Rights in the Nolan/Crewe

1 Compositions purported licensed to Defendants or any of them by Nolan, free and clear  
2 of any right, title, interest or other charge thereon in favor of Defendants of any of them.

3 F. For such other and further relief as the Court may deem just and proper.  
4

5 DATED: April 10, 2019

6 STILLMAN & ASSOCIATES

7 By: /s/ Philip H. Stillman

8 Philip H. Stillman

9 Attorneys for Plaintiff Kenny Nolan  
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## **Exhibit 1**

ROBERT S. CREWE  
dba Heart's Delight Music Company  
1100 Alta Loma Road, Apt. 1005  
Hollywood, California 90069

October 1, 1973

Kenny Nolan dba  
Kenpy Nolan Publishing  
1205 S. Crescent Heights  
Los Angeles, California 90035

Dear Kenny:

Contemporaneously herewith, we are entering into a Recording Artist Agreement, pursuant to which you shall render your exclusive services as a vocalist and/or instrumentalist to or on behalf of Robert S. Crewe dba The Bob Crewe Generation as a recording artist in accordance with the terms thereof.

This will confirm our agreement and understanding with respect to any and all musical compositions written in whole or in part by you, alone or together with any other person (other than Robert S. Crewe), which are now and/or may hereafter be owned and/or controlled, directly or indirectly, by you, Kenny Nolan Music Publishing Company and/or by any person, firm or corporation affiliated with or related to any of the foregoing (hereinafter individually and collectively referred to as "Participant"); provided, however, it is understood and agreed that those musical compositions enumerated on Schedule A hereto which have heretofore been assigned in part to another publisher, shall not be subject to the terms of this agreement until and unless the interest in said copyrights previously so assigned by Participant revert back to Participant during the term of this agreement. The aforementioned musical compositions, including

any and all arrangements and any and all versions thereof, covered by this agreement are sometimes hereinafter referred to as the "Compositions".

For good and valuable consideration, the receipt of which is hereby acknowledged by each party hereto, it is agreed as follows:

1. Company shall have the sole and exclusive right to print, publish, sell, use and license the use of the Compositions throughout the world, and to execute in its own name any and all licenses and agreements whatsoever affecting or respecting the Compositions including but not limited to licenses for mechanical reproduction, public performance, synchronization uses, merchandising, tie-ups, advertising and subpublication. This statement of exclusive rights is only in clarification and amplification of the rights of Company hereunder and not in limitation thereof.

2. Company shall be entitled to receive and collect and shall receive and collect any and all revenue, income and sums derived from the Compositions.

3. Except as otherwise expressly provided in Paragraph 21 hereof, relating to compositions composed by you, prior or subsequent to the date hereof, in collaboration with Robert S. Crewe, Company and Participant shall be co-owners of the Compositions and, as such, shall each have an undivided fifty percent (50%) of one hundred percent (100%) interest in and to said Compositions and the copyrights thereto. Company agrees to pay and shall pay to or on behalf of Participant fifty percent (50%) of one hundred percent (100%) of the net income as defined herein, 'actually received and derived by Company from the Compositions. Net income for the purposes of this agreement shall be the gross receipts of the Company with respect to the Compositions less

by Company to the Composers of the Compositions, pursuant to the provisions of the songwriter's contracts pertaining to the Compositions, which agreements shall be in the form attached as Exhibit "Y" hereto;

(b) Collection or other fees customarily and actually charged by the Harry Fox Agency or any other collection agent which may be used by Company;

(c) Administrative and exploitation expenses of Company with respect to the Compositions including, without limitation, registration fees, advertising and promotion expenses directly related to the Compositions, the costs of transcribing for lead sheets, and the costs of producing demonstration records to the extent such costs are not recoupable from writer's royalties; provided, however, Company agrees it will not incur any such advertising and promotional expenses chargeable to Participant as hereinabove provided without first securing Participant's prior approval, which shall not unreasonably be withheld;

(d) Attorneys' fees, if any, actually paid by Company for any agreements (other than the within agreement) affecting the Compositions; and

(e) The costs of printing, engraving, arranging and editing printed editions of the Compositions, provided that Company actually incurs such costs, and further provided that Company may determine, in its discretion, whether to print same.

8/11   
Nolan-Initial Disclosures 0006



by BMI or ASCAP, whichever is appropriate based on the affiliation of the Writer of Writers of the particular Composition. Said societies shall be and hereby are authorized to collect and receive all such monies earned from the public performance of the Compositions and to pay directly to Company one hundred percent (100%) of the amount allocated by said society as the publisher's public performance fees.

5. Mechanical royalties for the Compositions for the United States and Canada shall be collectible by the Harry Fox Agency or any other collection agent which may be designated by Company, or Company may collect such royalties directly, in Company's sole discretion, provided however, that Company shall, in the case of any record company affiliated with Company, issue the mechanical license directly to said record company and collect mechanical royalties directly therefrom, in which case there shall be no collection fee as referred to in paragraph 3 (c).

6. Statements as to monies payable hereunder shall be sent by Company to Participant semi-annually within sixty (60) days after the end of each semi-annual calendar period.

Statements shall be accompanied by appropriate payments.

Participant shall be deemed to have consented to all royalty statements and other accounts rendered by Company to Participant, and said statements and other accounts shall be binding upon Participant and not subject to any objection for any reason, unless specific objection in writing, setting forth the basis thereof, is given by Participant to Company within one (1) year from the date rendered. Participant or a certified public accountant in its behalf may, at reasonable

Composition during Company's usual business hours and upon reasonable notice. Said books relating to activities and receipts during any accounting period may only be examined as aforesaid during the one (1) year period following service by Company of the statement for said accounting period.

7. Each party hereto shall give the other the equal benefits of any warranties or representations which it obtained under any agreements affecting the Compositions.

8. Company shall have the sole right to prosecute, defend, settle and compromise all suits and actions respecting the Compositions, and generally to do and perform all things necessary concerning the same and the copyrights therein, to prevent and restrain the infringement of copyrights or other rights with respect to the Compositions. In the event of the recovery by Company of any monies as a result of a judgment or settlement, such monies shall be divided between Company and Participant on the same basis as is provided for the division of net income in Paragraph 3 above, after first deducting the expenses of obtaining said monies, including counsel fees. Participant shall have the right to provide counsel for itself, but at its own expense, to assist in any such matter. Any judgments against Company and any settlements by Company of claims against it respecting the Compositions, together with costs and expenses including counsel fees, shall be covered by the indemnity provisions of Paragraph 13 hereof, and further may be recovered from Participant pursuant to any representations, warranties, or covenants contained in any songwriting agreement executed by Participant as a composer with Company. With respect to any Compositions hereunder, Participant's indemnity payment

 or obligation thereunder shall be paid to Company promptly upon

from Participant's share of performing fees, and Participant hereby authorizes the performing rights societies referred to in paragraph 2 above to make appropriate payment to Company from Participant's share in accordance with the foregoing.


9. Participant shall not sell, transfer, assign, or otherwise dispose of any interest in any musical compositions subject to this agreement without first offering to Company the right to buy or acquire such interest in the musical compositions subject to this agreement at the same bona fide price and pursuant to the same bona fide terms as may be offered to Participant by any responsible, prospective and unrelated third party, which terms may, however, only provide for one payment of cash in lump sum or installments. Participant agrees to give Company written notice, by certified mail, (which notice shall set forth the name of the prospective buyer, the price and all other terms contained in such offer) of any such bona fide and acceptable offer as described above, and Company shall have thirty (30) days after actual receipt of such notice in which to notify Participant as to whether or not it desires to acquire an interest in musical compositions subject hereto at the price and pursuant to the terms set forth in said notice. In the event Company fails to give Participant notice within the said thirty (30) day period that it is exercising its option to buy or acquire the interest in the said copyrights, then Participant shall have the right to accept the bona fide offer by the prospective purchaser, but only as set forth in Participant's notice to Company; provided, however, if Participant does not accept the bona fide offer from a prospective buyer

graph shall once again be followed by Participant before Participant may dispose of any interest in any copyright of a musical composition subject to this agreement.

10. The term of this agreement shall be for the term of the copyright of the Compositions in the United States of America and throughout the rest of the world and for the term of any renewals or extensions thereof and of any derivative copyrights in the Compositions, in the United States of America and throughout the rest of the world.

11. This agreement sets forth the entire understanding between the parties, and cannot be changed, modified or cancelled except by an instrument signed by the party sought to be bound. This agreement shall be governed by and construed under the laws of the State of California applicable to agreements wholly performed therein. Company shall have the right to assign this agreement or any of its rights hereunder to any party.

12. Participant hereby warrants and represents that it has the right to enter into this agreement and to grant to Company all of the rights granted herein, and that the exercise by Company of any and all of the rights granted to Company in this agreement will not violate or infringe upon any common law or statutory rights of any person, firm or corporation, including, without limitation, contractual rights, copyrights and rights of privacy. The rights granted herein are free and clear of any claims, demands, liens or encumbrances. Participant acknowledges that Company has the right to administer and publish compositions other than the Compositions.

 13. Participant hereby indemnifies, saves and holds Company, its assigns, licensees and its and their directors,

with or resulting from any breach of any of the warranties, representations or agreements made by Participant in this agreement


14. The respective addresses of Company and Participant for all purposes of this agreement shall be set forth below, until written notice of a new address shall be duly given to Company at: 1100 Alta Loma Road, Apt. 1005, Hollywood, California 90069; if to Participant at: 1205 S. Crescent Heights, Los Angeles, California 90035. -----

Notices shall be in writing and shall be delivered by hand (to an officer if the addressee is a corporation) or deposited in the United States mails, postage prepaid, or deposited in a telegraph office with all charges prepaid. Notice shall be deemed given on the date of deposit in the mails or telegraph office, or upon personal delivery.

15. No party shall be deemed or is intended to be a third party beneficiary hereof unless specific provision to the contrary contained herein.

16. The parties hereto shall execute any further documents including, without limitation, assignments of copyrights, and do all acts necessary to fully effectuate the terms and provisions of this agreement.

17. Company may enter into subpublishing agreements or license any of its rights hereunder to, one or more other persons, firms, or corporations for any one or more countries of the world.



the date hereof and shall continue thereafter for a period of one (1) year. Participant hereby grants to Company four (4) separate, irrevocable options, each to renew this agreement for a one (1) year term, such renewal terms to run consecutively beginning at the expiration of the preceding term, all upon the same terms and conditions applicable to the initial term. Each option hereunder shall be deemed to automatically be exercised unless Company gives Participant written notice of termination at least fifteen (15) days prior to the date that said preceding term hereunder would otherwise commence in accordance with the provisions hereof. It is understood that no termination of this agreement shall diminish, alter or affect any right of Company in and to any Composition subject to the terms hereof.

19. During the initial term of this agreement, and any renewal periods hereunder, Company shall pay Participant the sum of One Hundred Fifty Dollars (\$150.00) per week, which amount shall constitute non-refundable, fully recoupable advance payments which Company may recoup out of any and all sums due to Participant pursuant to this or any other agreement between Participant and Company and/or any other person, firm or corporation related to or affiliated with Company, it being the understanding and agreement of the parties hereto that there shall be complete cross-collateralization under this Agreement and said Recording Artist Agreement. Notwithstanding anything herein to the contrary, Company agrees that if at the end of any year during the term of this Agreement, Participant has not earned a gross annual sum, including all weekly advance payments and/or any other payments made to Participant pursuant to the



provisions of this Agreement, in excess of Ten Thousand Dollars (\$10,000.00) for any such year from Participant's activities in the entertainment field, Company shall pay Participant the difference between (i) the gross amount paid to or on behalf of Participant under this Agreement during said period, plus (ii) the gross amount actually earned by Participant (other than under this Agreement) during said period from Participant's activities in the entertainment field, including but not limited to Participant's activities as a songwriter, lead or background vocalist, instrumentalist and/or arranger, and the sum of Ten Thousand Dollars (\$10,000.00). Participant agrees to notify Company of the amount of any gross income or other compensation received by Participant from its and/or his endeavors in the entertainment field during each year of the term of this Agreement, promptly upon receipt thereof. Company agrees to pay to or on behalf of Participant any and all monies payable to Participant pursuant to the provisions of this Paragraph 19 hereof, within ten (10) days from the last day of such year during which any such amounts are payable as hereinabove provided.

20. Each of the parties to this Agreement have been advised that this Agreement, and the Recording Artist Agreement dated concurrently herewith, have been drafted by Peter C. Bennett, who either presently and/or at various times in the past has acted in one capacity or another as attorney for each of said parties. Each party to this Agreement hereby acknowledges and confirms that they irrevocably waive any conflict of interest, which they may now or hereafter claim exists and/or existed from said representation by Peter C. Bennett, in the past, presently,



and/or in the future. Furthermore, each of said parties hereby irrevocably consents and agrees that any such prior and/or present representation by Peter C. Bennett of either of the parties to this Agreement shall not operate as a bar to said attorney representing either of said parties in the future with respect to any matter or controversy, including but not limited to any matter or controversy arising out of this Agreement or any of the agreements referred to herein or any other agreement which may hereafter be entered into between the parties hereto, or which may otherwise concern either of said parties.

21. With respect to any musical compositions written by Participant in collaboration with Robert S. Crewe, whether written prior or subsequent to the date hereof, Participant and Company agree that the copyright, and the net "publisher's share" of any income payable on any such composition which is subject to the terms of that certain Split-Publishing Agreement, dated October 1, 1972, by and between Stone Diamond Music Corporation and Robert S. Crewe, dba TannyBoy Music Company, shall be subject to the following division:

Stone Diamond Music Corporation.....	50%
Company.....	30%
Participant.....	20%


Notwithstanding the foregoing, the parties hereto acknowledge and confirm that Company has informed Participant that it believed it had obtained an agreement with Stone Diamond Music Corporation providing for the copyright, and the "publisher's share" of the income therefrom, for "GONNA HATE MYSELF IN THE MORNING (IF I LET YOU GO TONIGHT)" to be split equally



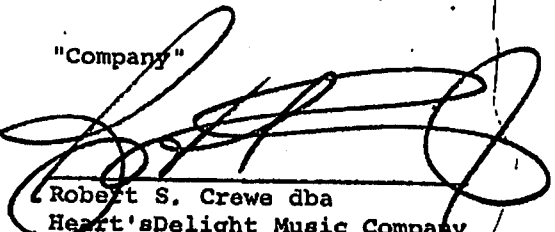
(i.e. one-third each) by Stone Diamond, Company and Participant. However, at the present time a dispute exists as to whether Stone Diamond did in fact make a binding commitment with respect to said composition and Participant agrees if this controversy cannot be promptly and satisfactorily resolved, in Company's sole reasonable judgment, this composition will be subject to the 50-30-20 split hereinabove provided. Participant and Company agree that the division set forth hereinabove (i.e. 50-30-20) will continue to apply if, upon expiration or termination of said October 1, 1972 Split-Publishing Agreement between Stone Diamond and TannyBoy, Company enters into a new split-publishing agreement covering any musical compositions written in whole or in part by Robert S. Crewe which requires Crewe to convey a one-half (1/2) interest in and to any musical composition written in whole or in part by Crewe which are subject to the terms of any such new split-publishing agreement to the other party or parties thereto. If any such new contract provides that any such party or parties with whom Crewe enters into such new split-publishing agreement shall have less than a one-half (1/2) interest in and to any such musical compositions written in whole or in part by Crewe, then the interest in any such copyright to be split by Crewe and Nolan subject to the terms of this Agreement shall be proportionately increased. For example, if under any such new split-publishing agreement, Crewe conveys a forty percent (40%) of one hundred percent (100%) interest in and to any such musical compositions subject to this agreement to the other party to such agreement and Crewe retains sixty percent (60%) of one hundred percent (100%) of said interest in and to said copyright, said sixty percent (60%) interest shall be divided as follows hereunder: Company - thirty-six percent

(36%); Participant - twenty-four percent (24%), provided, however, in no event shall Participant's interest in any such Composition hereunder be reduced below twenty percent (20%) without Participant's written approval, nor shall Company's interest in any such Composition co-written by Crewe and Nolan exceed fifty percent (50%) without Participant's written approval.

"Participant"

  
Kenny Nolan dba  
Kenny Nolan Publishing

"Company"

  
Robert S. Crewe dba  
Heart's Delight Music Company

**MUSICAL COMPOSITIONS EXCLUDED  
FROM SPLIT-PUBLISHING AGREEMENT  
BETWEEN HEART'S DELIGHT MUSIC  
COMPANY AND KENNY NOLAN PUBLISHING**

- |                                   |  |
|-----------------------------------|--|
| 1. "I Hear Thunder"               | Language of Sound/<br>Kenny Nolan Publishing |
| 2. "Little Bird (Sing Your Song)" | " "  |
| 3. "Flirtin'"                     | Lion's Roar Music/<br>Kenny Nolan Publishing |

A G R E E M E N T

This will confirm our understanding and agreement concerning any and all musical compositions heretofore and/or hereafter written by Bob Crewe in collaboration with Kenny Nolan (hereinafter referred to as the "Co-written Compositions"), which Crewe represents and warrants are and shall be subject to the terms of that certain Split-Publishing and Administration Agreement by and between Stone Diamond Music Corporation and Bob Crewe, d/b/a TannyBoy Music Company, dated October 1, 1972 (the "Agreement") and that certain similar agreement between Heart's Delight Music Company and Kenny Nolan, d/b/a Kenny Nolan Publishing Company, dated October 1, 1973, a copy of which TannyBoy has forwarded to Stone Diamond.

1. The Co-written Compositions shall be registered and copyrighted in the joint names of the three (3) copyright proprietors thereof as follows: "TannyBoy Music Company/Stone Diamond Music Corporation/Kenny Nolan Publishing Company", or in such other order as the parties shall agree upon. With respect to each Co-written Composition, Stone Diamond shall, upon receipt of lead sheets and/or all other appropriate required information, cause said Co-written Compositions to be copyrighted as set forth above. Without in any way detracting from "the reservation of rights" hereinafter set forth, it is understood and agreed that the copyright, and the net "publisher's share" as defined in the Agreement of any income payable on, any Co-written Composition shall be subject to the following division:

Stone Diamond Music Corporation - 50%

2. Bob Crewe shall be, subject to Stone Diamond's rights of recoupment, as set forth in the Agreement, entitled to receive one-half (1/2) of the "writer's share" of any income payable on any Co-written Composition, and Kenny Nolan shall be, subject to Heart's Delight Music's rights of recoupment, entitled to receive one-half (1/2) of the writer's share of any income payable on any Co-written Compositions. In this connection, Kenny Nolan irrevocably authorizes Stone Diamond to pay Nolan's one-half (1/2) of said writer's share to Heart's Delight Music and Nolan agrees that he shall look solely to Heart's Delight Music for payment of his "co-writer's share". Stone Diamond agrees that Nolan's "co-writer's share" shall be paid as hereinabove provided without regard to any then unpaid recoupment position of Stone Diamond, Motown Record Corporation and/or any affiliated or related company as against Bob Crewe, TannyBoy Music, Saturday Music and/or any affiliated or related firms.

3. The parties hereto agree that Stone Diamond shall have the absolute authority to, and Stone Diamond agrees that upon request by Crewe, it shall issue mechanical and/or similar appropriate licenses with respect to the Co-written Compositions heretofore produced and/or to be produced by Bob Crewe hereafter for Motown Record Corporation, Warners Bros. Records (Casablanca Records), 20th Century Fox Records and/or under any other agreement providing for the recording artist and/or producer's services of either or both Bob Crewe and Kenny Nolan, subject to the terms of the Agreement regarding the issuance of mechanical licenses.

4. The parties acknowledge that a controversy presently exists with respect to the right of Stone Diamond

make to Bob Crewe, Saturday Music and/or TannyBoy Music prior to the time Kenny Nolan Publishing Company's "publisher's share" (as distinguished from Nolan's "co-writer's share") is payable. The parties hereto expressly have agreed that nothing contained herein shall be, or shall be deemed to be, a waiver or admission or in any way prejudice their respective positions with respect to whether Kenny Nolan Publishing is or is not entitled to receive its "publisher's share" of the Co-written Compositions notwithstanding the fact that Stone Diamond and or Motown Record Corporation may still be in a non-recouped position with respect to Crewe, Saturday Music and/or TannyBoy Music at the time said payment becomes due. The parties agree to attempt to resolve this controversy amicably and have agreed to submit to arbitration on this point only if this question cannot be mutually resolved to their satisfaction.

5. Bob Crewe, TannyBoy Music and Kenny Nolan represent and warrant and agree that nothing contained in this present agreement shall effect Stone Diamond's right to exploit and administer the compositions.

6. Nothing contained in this present agreement shall be interpreted to diminish or detract from any rights which Stone Diamond has under and pursuant to the Agreement.

7. Each of the parties hereto ratifies and confirms each and all of the terms of the Agreement.

8. For purposes of Paragraph 1 of this letter agreement, the question of priority of recoupment or payment of Kenny Nolan

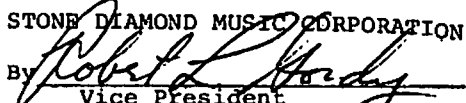
P-83

RIDER ATTACHED TO AND MADE PART OF THE  
AGREEMENT DATED JANUARY 18, 1974, BETWEEN STONE DIAMOND MUSIC  
COMPANY, TANNYBOY MUSIC COMPANY, KENNY NOLAN PUBLISHING COMPANY,  
AND BOB CREWE AND KENNY NOLAN:

1. It is hereby agreed by the parties that in no event shall any resolution of the controversy referred to in Paragraph 4 of the agreement to which this rider is attached be such as to entitle Kenny Nolan Publishing Company to more than twenty percent (20%) of the publisher's share of the Co-written Compositions and/or to more than fifty percent (50%) of the writer's share of income from the Co-written Compositions.

2. It is hereby further agreed that if Bob Crewe and Kenny Nolan should co-write any compositions with any other writer or writers, then all such compositions shall be deemed to be Co-written Compositions subject to the provisions of Paragraph 1 above; and in accordance herewith Kenny Nolan Publishing Company and any other publishing company, if any, which is entitled to a percentage of publishers share of income, shall in no event be entitled to receive, collectively, more than twenty percent (20%) of the publishers share of income for such co-written compositions, and further in no event shall Kenny Nolan and any other writer be entitled to receive in excess of fifty percent (50%) of the writers share of income for such Co-written Compositions.

The signatures of the respective parties listed below indicate and acknowledge their agreement to the terms hereof.  
January 18, 1974


STONE DIAMOND MUSIC CORPORATION  
By   
Vice President

  
TANNYBOY MUSIC COMPANY

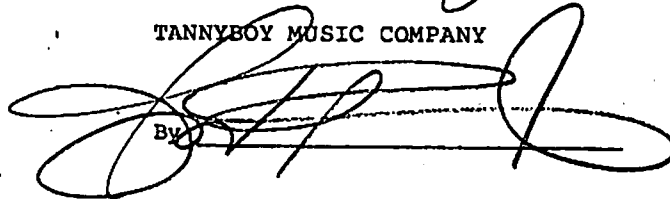
Publishing Company's "publisher's share" as indicated in Paragraph 1 hereof is referred to as "the reservation of rights".

Dated: January 18, 1974

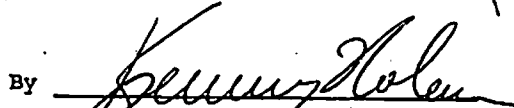
STONE DIAMOND MUSIC CORPORATION

By   
Vice-President

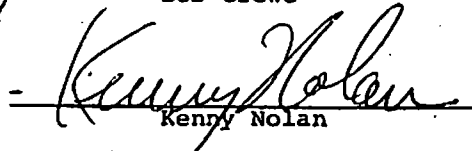
TANNYBOY MUSIC COMPANY

By 

KENNY NOLAN PUBLISHING

By 

  
Bob Crewe

  
Kenny Nolan



ROBERT S. CREWE  
dba The Bob Crewe Generation  
1100 N. Alta Loma Rd., #1005  
Hollywood, California 90069

September 12, 1974

Kenny Nolan  
1205 S. Crescent Heights  
Los Angeles, Calif. 90035

Dear Kenny:

In accordance with our mutual understanding and agreement, as set forth herein, I have agreed not to exercise my option to extend, for an additional one (1) year term, that certain exclusive recording artist agreement dated October 1, 1973, between you and me dba The Bob Crewe Generation. Accordingly, said exclusive recording artist agreement, and that certain exclusive songwriter's and composer's and split-publishing agreement, dated October 1, 1973, between you dba Kenny Nolan Publishing Company and me dba Heart's Delight Music Company, which is coterminous with said recording artist agreement, shall both be deemed to be terminated on September 30, 1974; provided, however, said termination shall not affect our respective rights and obligations with respect to (i) any masters recorded by you during the initial term of said exclusive recording artist agreement and/or any masters that may be recorded by you subsequent to said September 30, 1974 termination date as hereinafter provided and/or (ii) any musical compositions subject to said songwriter's and split-publishing agreement,

KN 

all of which said musical compositions are expressly designated on Schedule "A" attached hereto.

Consistent with the foregoing, we have mutually agreed as follows:

1. Notwithstanding the September 30, 1974 termination date of said exclusive recording artist agreement, you agree, upon request by me, to continue to record as a lead and/or background vocalist with that certain group known as "The Eleventh Hour", and you agree that if so requested by me, you will continue to do so record as a member of said group for the entire duration of my existing agreement with 20th Century-Fox Records providing for the production by me of recordings by "The Eleventh Hour". We further agree that nothing contained herein shall require me to actually use you on all or any of "The Eleventh Hour" recordings produced by me subsequent to said September 30, 1974 termination date nor give you the right to require me to do so; provided, however, if I do elect to use your recording services as the lead and/or featured singer and/or as a background singer on said recordings by "The Eleventh Hour" produced by me subsequent to September 30, 1974, said services shall be deemed to be subject to and in accordance with all of the terms and conditions of your October 1, 1973 exclusive recording artist agreement with me, except as otherwise expressly provided herein.

KN 

2. On and after said September 30, 1974 termination date of said exclusive recording artist agreement, you shall be free to record as a soloist and/or featured and/or lead singer and/or background singer for anyone other than me, subject to your reasonable availability, upon reasonable notice to you, to record for me in accordance with the provisions of Paragraph 1 of this Agreement; provided, of course, you shall not be entitled to use, or authorize anyone else to use, the group name, "The Eleventh Hour", or any variation thereof, or in anyway advertise that you are the lead and/or the featured singer and/or a background singer in said group.

3. To the extent that my agreement with 20th Century-Fox Records may be interpreted as requiring me (or my designee) to produce you either as a soloist and/or featured and/or lead singer and/or as a background singer under an agreement between me and any other record company to whom I am under contract as a record producer during the term of my agreement with 20th Century-Fox Records, before the exclusion in my agreement with 20th Century-Fox Records permitting you to record for anyone else would be operative, I hereby agree that I will designate you or anyone else selected by you to be your producer, and, if requested by you, I will contract as the producer of said recordings with any such other record company and/or record producer as you designate and thereafter irrevocably and unconditionally assign, transfer and convey to you and/or your designee any and all fees and/or royalties

KN [Signature]

and/or any compensation of any and every nature payable with respect to records produced pursuant to the terms of said contract. The consideration for my undertaking under this Paragraph 3 is your agreement as set forth herein, to continue to record, should I request you to do so, as a member of "The Eleventh Hour", notwithstanding my election not to extend your exclusive recording artist agreement with me and, in further consideration of your agreeing to waive the guaranteed artist royalties that you might otherwise have the right to claim, or might claim, you are entitled to be paid for agreeing to continue to record as a member of "The Eleventh Hour". I acknowledge and agree that it is your position that you are not subject to any restriction on your future recording services under the terms of my agreement with 20th Century-Fox Records, since you are not, and were not, a party to that agreement, and that nothing contained in this Paragraph 3 of this Agreement shall be deemed a waiver or in any way prejudice your position as set forth herein.

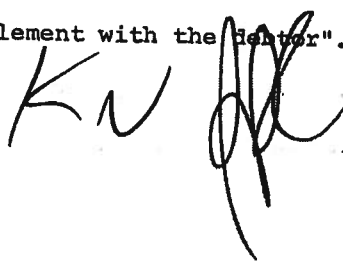
4. In consideration of my agreeing that the only musical compositions that shall remain subject to the terms of your October 1, 1973 Songwriter's and split-publishing agreement with me are those, and only those, compositions specifically enumerated on Schedule "A" attached hereto, you have agreed, subject to your other professional commitments after September 30, 1974, to make yourself reasonably available to work with me to the extent necessary

to complete and/or rewrite any of said compositions which were co-written by us; provided, however, that I agree that I shall not have the right, without your approval, to change any of said compositions of which you are the sole writer and/or to insist that we be treated as co-writers on any such compositions written solely by you if I should make any changes or additions to any such musical composition with your approval, unless you also agree, in writing, that I shall receive co-writers credit and/or payment with respect to any such composition.

5. Each of us hereby generally releases the other and their respective agents, representatives, successors and assigns from any and all claims, actions, suits or demands, of any and every nature and kind, known or unknown, which either of us may now or hereafter have, or claim to have, arising out of or in connection with said exclusive recording artist agreement and said songwriter's and split-publishing agreement, except as expressly provided herein.

6. Each of us hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, which section reads as follows:

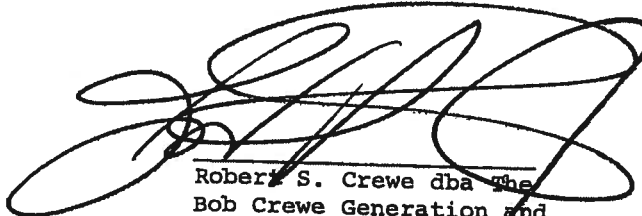
"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor".

A handwritten signature in black ink, appearing to be 'K N' followed by a stylized flourish.

Each of us understands that the facts in respect of which the release made in this instrument is given may hereafter turn out to be other than or different from the facts in that connection now known or believed by us to be true; and we do hereby expressly accept and assume the risk of the facts turning out to be different and agree that this instrument shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such differences in facts.

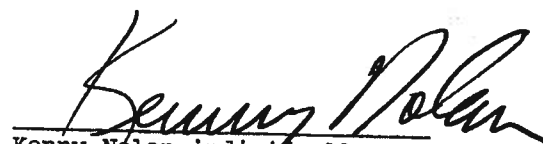
Your signature in the space provided below will indicate your approval of the contents of this letter.

Very truly yours,



Robert S. Crewe dba The  
Bob Crewe Generation and  
dba Heart's Delight Music  
Company

AGREED TO AND APPROVED:



Kenny Nolan individually and  
dba Kenny Nolan Publishing

SCHEDULE "A"

<u>SONG TITLE</u>	<u>WRITER(S)</u>
"MY HAPPY BIRTHDAY BABY"	Bob Crewe/Kenny Nolan
"SO GOOD"	Bob Crewe/Kenny Nolan
"MY BED"	Bob Crewe/Kenny Nolan
"FAR AS WE FELT LIKE GOIN' "	Bob Crewe/Kenny Nolan
"VOLCANO"	Bob Crewe/Kenny Nolan
"WEDDING BY THE SEA"	Bob Crewe/Kenny Nolan
"ONLY WANT TO BE NEAR YOU"	Bob Crewe/Kenny Nolan
MS. MONA MORGAN	Bob Crewe/Kenny Nolan
"HE DID YA GOOD (BUT I'LL DO YOU BETTER"	Bob Crewe/Kenny Nolan
"NASTY"	Bob Crewe/Kenny Nolan
"GORILLA ROCK"	Bob Crewe/Kenny Nolan
"LADY MARMALADE"	Bob Crewe/Kenny Nolan
"RIDE, RIDE, RIDE"	Bob Crewe/Kenny Nolan
"DREAM ON"	Bob Crewe/Kenny Nolan
"YOU'VE GOT ME SINGIN' AGAIN	Bob Crewe/Kenny Nolan
"HICKORY"	Bob Crewe/Kenny Nolan
"CHARISMA"	Bob Crewe/Kenny Nolan
"MY EYES ADORED YOU"	Bob Crewe/Kenny Nolan
"HYMN TO HER"	Bob Crewe/Kenny Nolan
"LOVERS "	Bob Crewe/Kenny Nolan
"TOMORROW TONIGHT"	Bob Crewe/Kenny Nolan
"MOTHER NATURE, FATHER TIME (MADE ME LOVE YOU) "	Bob Crewe/Kenny Nolan
"HATE MYSELF IN THE MORNING (IF I LET YOU GO TONIGHT) "	Bob Crewe/Kenny Nolan
"MY NAME IS BLACK"	Bob Crewe/Kenny Nolan
"HOT TA TROT"	Bob Crewe/Kenny Nolan
"STRANGER"	Bob Crewe/Kenny Nolan

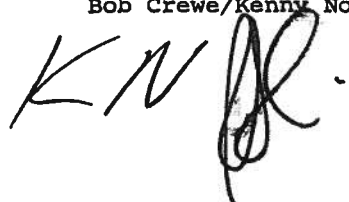
SCHEDULE "A"

<u>SONG TITLE</u>	<u>WRITER(S)</u>
"MOON SONG"	Bob Crewe/Kenny Nolan
"FINI"	Bob Crewe/Kenny Nolan
"SPINNING WHEELS"	Bob Crewe/Kenny Nolan
"SOMETIMES THE GOOD TIMES"	Bob Crewe/Kenny Nolan
"WAKING UP TO LOVE"	Bob Crewe/Kenny Nolan
"A GIRL'S GOOD-BYE"	Bob Crewe/Kenny Nolan
"DON'T LET A DAY GO BY"	Bob Crewe/Kenny Nolan
"TAKE ME SERIOUSLY"	Bob Crewe/Kenny Nolan
"IVY 'N OAK"	Bob Crewe/Kenny Nolan
"LOOKING OUT THE WINDOW"	Bob Crewe/Kenny Nolan
"YOU WENT TOO FAR"	Bob Crewe/Kenny Nolan
"SOMEBODY'S ALWAYS CRYING"	Bob Crewe/Kenny Nolan
"PLANS"	Bob Crewe/Kenny Nolan
"MELODIE"	Bob Crewe/Kenny Nolan
"JUST A MAN"	Bob Crewe/Kenny Nolan
"CLAUDIA"	Kenny Nolan
"WHERE DO THE STARS GO?"	Kenny Nolan
"GOOD-BYE MY LOVE"	Bob Crewe
"HAPPY LULLABY"	Kenny Nolan
"MY WORLD WILL WAIT"	Kenny Nolan
"ZANZIBAR"	Kenny Nolan
"GONNA PAINT MY MAILBOX BLUE"	Kenny Nolan
"ROSES FOR LILLIE"	Bob Crewe/Kenny Nolan
"LETTER TO MYSELF"	Bob Crewe/Kenny Nolan
"OUR OWN ANNIVERSARY"	Bob Crewe/Kenny Nolan



SCHEDULE "A"

<u>SONG TITLE</u>	<u>WRITER(S)</u>
"UNEXPECTED PLEASURE"	Bob Crewe/Kenny Nolan
"OH SAM"	Bob Crewe/Kenny Nolan
"I AM NOT AFRAID"	Bob Crewe/Kenny Nolan
"ITALIAN MOVIE THEME"	Kenny Nolan
"WORLD WITHOUT END"	Bob Crewe/Kenny Nolan
"BUNDLE OF LOVE"	Bob Crewe/Kenny Nolan
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"THE BIGGER THEY ARE"	Kenny Nolan
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"TEARS ARE HEAVY"	Bob Crewe/Kenny Nolan
"(CANC'HA HEAR) TOMORROW LAUGHIN' "	Bob Crewe/Kenny Nolan
"MANDY (TAKE OFF YOUR RAINCOAT AND STAY FOR AWHILE)"	Bob Crewe/Kenny Nolan
"CHICKEN BONE"	Bob Crewe/Kenny Nolan
"THE TURTLE DOVE SONG"	Bob Crewe/Kenny Nolan
"TOUCH, DON'T TALK"	Bob Crewe/Kenny Nolan
"THE BOOGIE FLAP"	Bob Crewe/Kenny Nolan



SEPTEMBER 28, 1976

Dated: ~~SEPTEMBER 28, 1976~~

Stone Diamond Music Corporation  
6464 Sunset Boulevard  
Hollywood, California 90028

Gentlemen:

This will confirm our understanding and agreement concerning any and all of those certain musical compositions written by Bob Crewe in collaboration with Kenny Nolan which are referred to as the "Co-written Compositions" in that certain Agreement, dated January 18, 1974, between the parties hereto.

1. Notwithstanding anything contained in said Agreement to the contrary, you and we have agreed as follows:

(a) Stone Diamond Music Corporation shall pay the first Seven Thousand Eight Hundred Dollars (\$7,800.00) payable to Kenny Nolan as his one-half ( $\frac{1}{2}$ ) of one hundred percent (100%) of the "writer's share" of any income payable on any of said Co-written Compositions directly to Heart's Delight Music Company, and Heart's Delight Music shall have the right to retain said amount for its sole benefit, and Heart's Delight Music shall not be obligated to pay said amount over to Nolan, to the extent Heart's Delight Music has not otherwise fully recouped said amount against advances heretofore made by Heart's Delight Music to Nolan. Any and all monies payable to Nolan as his one-half ( $\frac{1}{2}$ ) of one hundred percent (100%) of the "writer's share" of any income payable on any of said Co-written Compositions, in excess of said Seven Thousand Eight Hundred Dollars (\$7,800.00), shall be paid by Stone Diamond Music directly to Kenny Nolan. RB

(b) Subject to all of the terms and conditions set forth herein, Stone Diamond Music agrees to pay directly to Kenny Nolan Publishing Company, Kenny Nolan Publishing Company's twenty percent (20%) of one hundred percent (100%) of the net "publishers share" of any income payable on any of said Co-written Compositions. Said payment by Stone Diamond Music to Kenny Nolan Publishing Company shall be made without regard to any then unpaid recoupment position of Stone Diamond Music against Bob Crewe, TannyBoy Music Company, Saturday Music, Inc. and/or any affiliated or related firms; provided, however, that if all of said advances and/or loans recoupable by Stone Diamond Music from Bob Crewe (as a songwriter), TannyBoy Music Company, Saturday Music, Inc. and/or any affiliated or related firms have not been fully recouped by and/or repaid to Stone Diamond on or before April 15, 1977 (i.e. on or before the due date of the fourth (4th) semi-annual accounting to be rendered by Stone Diamond Music to Bob Crewe and Kenny Nolan, as songwriters, and to TannyBoy Music and Kenny Nolan Publishing Company, as co-owners (together with Stone Diamond) of the Co-written Compositions subsequent to the date hereof, then, and only then, Stone Diamond, acting in its sole discretion, may elect to again rely upon "the reservation of rights" referred to in Paragraphs 1 and 8 of said January 18, 1974 Agreement between the parties hereto.

(c) In the event Stone Diamond elects to exercise its option to again rely upon "the reservation of rights" referred to in subparagraph (b) hereof, then the provisions of Paragraph 4 of said January 18, 1974 Agreement shall again be effective, and pending either a mutually amicable solution or an award in arbitration finally resolving the controversy described in *pcb*

said Paragraph 4 of said January 18, 1974 Agreement, Stone Diamond shall have the right to withhold payment of Kenny Nolan Publishing Company's portion (i.e. twenty percent (20%) of one-hundred percent (100%)) of the publisher's share of any income with respect to the Co-written Compositions. Accordingly, in the event Stone Diamond Music is still in a non-recouped position with respect to any loans and/or advances that it has the right to recoup from Bob Crewe (as a songwriter), TannyBoy Music, Saturday Music, Inc. and/or any affiliated or related firms on October 15, 1977 (i.e. on the due date of the fifth (5th) semi-annual accounting to be rendered by Stone Diamond with respect to said Co-written Compositions subsequent to the date hereof), Stone Diamond Music may withhold any further payments of Kenny Nolan Publishing Company's "publisher's share" of any income from the Co-written Compositions until said controversy is finally resolved.

(d) To the extent that Kenny Nolan Publishing Company and Stone Diamond Music cannot amicably resolve the controversy referred to in Paragraph 4 of said January 18, 1974 Agreement to their mutual satisfaction, if it is subsequently determined by arbitration that Stone Diamond's position regarding its right to recoup all of the loans and advances referred to hereinabove prior to the time that it is obligated to pay Kenny Nolan Publishing Company its "publisher's share" (as distinguished from Nolan's "co-writer's share") of any income from the Co-written Compositions is upheld, Kenny Nolan hereby agrees that Stone Diamond Music may thereafter recoup an amount equal to the "publisher's share" theretofore paid by Stone Diamond Music to Kenny Nolan Publishing Company pursuant to the *PCB*

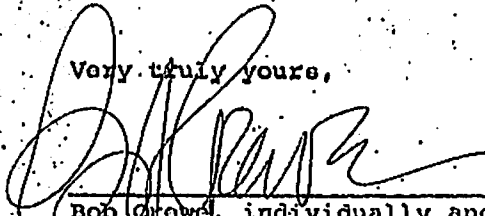
provisions of subparagraph (b) hereof out of Kenny Nolan's entire co-writer's share of any income payable to Nolan by Stone Diamond with respect to the Co-written Compositions. Stone Diamond Music shall have the right to recoup said loans and advances out of Kenny Nolan's entire co-writer's share until said loans and advances recoupable by Stone Diamond Music from Bob Crewe (as a songwriter), TannyBoy Music, Saturday Music, Inc., etc., have been fully recouped. It is understood and agreed that nothing contained in this subparagraph (d) or in said January 18, 1974 Agreement shall be deemed to constitute a waiver of any rights that Kenny Nolan, as a writer and/or Kenny Nolan Publishing Company, as a co-owner of said Co-written Compositions, may otherwise have pursuant to the terms of that certain exclusive songwriter's and composer's and split-publishing agreement, dated October 1, 1973, between Kenny Nolan dba Kenny Nolan Publishing Company and Bob Crewe dba Heart's Delight Music Company; provided, however, that to the extent Kenny Nolan, as a writer, and Kenny Nolan Publishing Company, as co-owner of the Co-written Compositions, are paid directly by Stone Diamond Music his and its co-writer's and co-owner's share, of said income from said Co-written Compositions, respectively, said payments shall be deemed to have been paid pursuant to the terms of said October 1, 1973 Agreement.

2. In consideration of Stone Diamond Music's execution of this Agreement, Kenny Nolan and Bob Crewe both agree, subject to reasonable advance written notice and their other prior professional commitments, to consult with representatives of Stone Diamond concerning said Co-written Compositions, as per

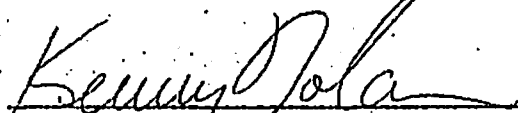
and when requested by Stone Diamond Music, to make such demos, at Stone Diamond Music's sole cost and expense, of any and all of said Co-written Compositions as and when requested by Stone Diamond Music, and to generally assist Stone Diamond Music, as may be reasonably requested by Stone Diamond Music, to help secure recordings of said Co-written Compositions by other recording artists and/or record producers.

3. Except as otherwise expressly provided herein, said January 18, 1974 Agreement between the parties hereto is hereby ratified, approved and confirmed, and said January 18, 1974 Agreement shall continue in full force and effect as hereby amended.

Very truly yours,

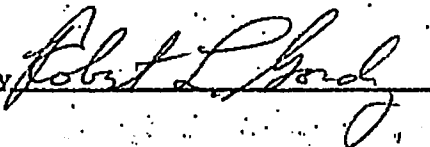


Bob Crowe, individually and dba  
Heart's Delight Music Company  
and dba TannyBoy Music Company



Kenny Nolan, individually and dba  
Konny Nolan Publishing Company

AGREED TO AND APPROVED  
STONE DIAMOND MUSIC CORPORATION

① By 



SCHEDULE "A"

<u>SONG TITLE</u>	<u>WRITER(S)</u>
"MY HAPPY BIRTHDAY BABY"	Bob Crewe/Kenny Nolan
"SO GOOD"	Bob Crewe/Kenny Nolan
"MY BED"	Bob Crewe/Kenny Nolan
"FAR AS WE FELT LIKE GOIN' "	Bob Crewe/Kenny Nolan
"VOLCANO"	Bob Crewe/Kenny Nolan
"WEDDING BY THE SEA"	Bob Crewe/Kenny Nolan
"ONLY WANT TO BE NEAR YOU"	Bob Crewe/Kenny Nolan
MS. MONA MORGAN	Bob Crewe/Kenny Nolan
"HE DID YA GOOD (BUT I'LL DO YOU BETTER"	Bob Crewe/Kenny Nolan
"NASTY"	Bob Crewe/Kenny Nolan
"GORILLA ROCK"	Bob Crewe/Kenny Nolan
"LADY MARMALADE"	Bob Crewe/Kenny Nolan
"RIDE, RIDE, RIDE"	Bob Crewe/Kenny Nolan
"DREAM ON"	Bob Crewe/Kenny Nolan
"YOU'VE GOT ME SINGIN' AGAIN	Bob Crewe/Kenny Nolan
"HICKORY"	Bob Crewe/Kenny Nolan
"CHARISMA"	Bob Crewe/Kenny Nolan
"MY EYES ADORED YOU"	Bob Crewe/Kenny Nolan
"HYMN TO HER"	Bob Crewe/Kenny Nolan
"LOVERS "	Bob Crewe/Kenny Nolan
"TOMORROW TONIGHT"	Bob Crewe/Kenny Nolan
"MOTHER NATURE, FATHER TIME (MADE ME LOVE YOU) "	Bob Crewe/Kenny Nolan
"HATE MYSELF IN THE MORNING (IF I LET YOU GO TONIGHT) "	Bob Crewe/Kenny Nolan
"MY NAME IS BLACK"	Bob Crewe/Kenny Nolan
"HOT TA TROT"	Bob Crewe/Kenny Nolan
"STRANGER"	Bob Crewe/Kenny Nolan

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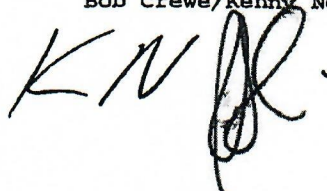


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SCHEDULE "A"  
 Attached to Mutual Release, Compromise  
 and Settlement Agreement, between Coral  
 Rock Music Corporation, et al and Kenny  
 Nolan, et al, dated as of October 1, 1976

"Unrestricted Compositions"

1. "A Penny For Your Thoughts"
2. "Boy Meets Girl"
3. "Breakaway" (Not Completed)
4. "Can't Find Love (In The Yellow Pages)"
5. "Cherry Pie Guy"
6. "Dandy Lion" (Not Completed)
7. "Dial 'L' For The Love Squad"
8. "Guardian Angel" (Not Completed)
9. "Hey There Little Firefly"
10. "Highwire"
11. "Hotcakes"
12. "Hot Lava"
13. "If You Ever Stopped Callin' Me Baby"
14. "I Like Dreamin'"
15. "Island Jive"
16. "Jimbo Salsa"
17. "Latin Love Affair" (Not Completed)
18. "Love's Grown Deep"
19. "Lost And Found"
20. "Mama's Little Corner Of The World"
21. "Monnette"
22. "Old Fashion Girl"
23. "Philly Hound"
24. "Ride A Wild Horse"
25. "Stash That Butt, Sucker"
26. "Strollin'"
27. "Take Your Mama For A Ride"
28. "Time Ain't Time Enough"
29. "Today I Met The Girl I'm Gonna Marry"
30. "Time Bomb" (Not Completed)
31. "We're Havin' A Party (It's Gonna Be Alright)"
32. "What's The Use"
33. "With My Compliments" (Not Completed)
34. "You Ran And Told Your Mama"

"Restricted Compositions"

1. "Come On, Back"
2. "High Rollin' Man" (Not Completed)
3. "Holiday" (Not Completed)
4. "Honey You Can't Take It Back"
5. "Icy Fingers" (Not Completed)
6. "It'll Only Take A Minute"
7. "Just Another Flower In Bobby's Garden" (Not Completed)
8. "Mississippi Gambler" (Not Completed)
9. "Pay Day" (Not Completed)
10. "Peaceful Journey" (Not Completed)
11. "Stolen Moments (Are Precious Moments)" (Not Completed)
12. "Talk A Little Louder" (Not Completed)
13. "We'll Never Make The Hayride Anne"
14. "My Valentine"

Compositions Referred to In Subdivision (ii) of Paragraph 3(c) of The  
 Mutual Release, Compromise and Settlement Agreement

1. "Get Dancin'"
2. "Swing Your Daddy"
3. "Finder's Keeper's"
4. "Worst Kinda Dream"
5. "Dancin' Kid"

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