

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CHERYL JAMES and SANDRA DENTON,
p/k/a SALT-N-PEPA,

Plaintiffs,

v.

UMG RECORDINGS, INC., a Delaware
corporation doing business as Universal Music
Group,

Defendant.

Case No.

COMPLAINT FOR:

- (1) DECLARATORY RELIEF**
- (2) CONVERSION**

DEMAND FOR TRIAL BY JURY

NATURE OF THE ACTION

1. Plaintiffs Cheryl James (“James”) and Sandra Denton (“Denton”), professionally known as the rap and hip-hop group Salt-N-Pepa (together, “Plaintiffs”) are worldwide music icons from Queens, New York who among their many accolades and achievements: were the first females to be certified platinum by the Recording Industry Association of America (“RIAA”); have an average of 5,000,000 monthly streams on Spotify; have over 1,000,000,000 streams worldwide; have sold more than 15,000,000 physical copies of albums in the US according to the RIAA; were the first female rap group to ever win a Grammy; were the first female rap group to be awarded a Grammy lifetime achievement award; were given a star on the Hollywood Walk of Fame; and, later this year, will become the second female hip-hop artists in history to be inducted into the Rock & Roll Hall of Fame.

2. During the course of their nearly four decades’ long careers in the music industry, Plaintiffs not only transformed the genre but created, recorded, and performed some of the most famous hits of the twentieth century. As the “First Females of Rap,” Plaintiffs dared to take on modesty-critics and address taboo topics as one of the first all-female rap acts, paving the way for subsequent generations of powerful and commercially successful female rap and hip-hop artists. Each year, their music is licensed in countless television shows and movies and is ubiquitous at

weddings and other celebrations. The cross-generational appeal and depth of love for their music is evidenced by the fact that their chart topping single “Push It” which first charted in 1987 has not only been streamed more than 200,000,000 times but recently charted *again* in the United Kingdom. Plaintiffs’ global appeal is further underscored by the fact that they have toured and performed all over the world, including in places like Moscow, Russia, which historically has welcomed few American musicians.

3. Unsurprisingly, Plaintiffs’ musical catalog is not only extensive; it is highly valuable. The royalties generated by their sound recordings are significant, generating approximately \$1,000,000 in the past five months in synchronization licenses alone, and generating tens of millions of dollars annually through all forms of exploitation, despite the fact that decades have passed since the release of their major hits and that there have been little to no recent marketing efforts.

4. Since 1986, Defendant UMG Recordings, Inc.¹ has held a copyright grant from Plaintiffs. This grant has given UMG the right to exploit Plaintiffs’ master recordings and retain a portion of all monies earned by Plaintiffs from the commercial exploitation of their work. Critically, however, Section 203 of the Copyright Act of 1976 gives Plaintiffs the right to take back their rights in connection with certain sound recordings after a certain amount of time has lapsed since the original grant. In 2022, eager to retake full ownership of their art and legacy, Plaintiffs sought to exercise their rights under Section 203 and served timely Notices of Termination upon UMG.

5. Inexplicably, UMG has refused to honor Plaintiffs’ Notices of Termination. To the contrary, UMG has indicated that it will hold Plaintiffs’ rights hostage even if it means tanking the value of Plaintiffs’ music catalogue and depriving their fans of access to their work. To this end, UMG has removed Plaintiffs’ music from streaming platforms and otherwise made it unavailable for commercial exploitation in the U.S.

6. UMG’s self-interested and heavy-handed tactics may be effective when deployed against lesser known or less commercially successful artists. Plaintiffs, however, will not tolerate

¹ UMG Recordings, Inc., is referred to herein as “UMG”, “UMG/Universal Music” or “Defendant..”

disrespect from UMG who has benefitted greatly from Plaintiffs' enormous and immeasurable contributions to the industry as artists, rappers, icons, and women—often in the face of immense odds and despite enormous industry pressure. Plaintiffs are not willing to bend to pressure from a record label that, upon information and belief, has already profited by an amount of more than one hundred million dollars from their work. Nor will Plaintiffs be easily intimidated by UMG's misguided attempt to gain leverage by demonetizing their catalogue.

7. Defendant's behavior is not only improper but evidences a complete disregard for the history of Section 203 of the Copyright Act and the rights that it grants to Plaintiffs with respect to the sound recordings at issue.

8. As a result, Plaintiffs are filing this action in an effort to obtain what Section 203 of the Copyright Act entitles them to receive: unfettered rights to their own sound recordings.

9. Since the first Copyright Act was enacted in 1790, that Act, and the several successive copyright statutes, have always provided a second chance for authors (or their heirs) to reclaim copyrights from grants made by authors around the time that they originally created the works. While some of the details of those laws, including the length of the terms and statutory scheme of the terminations involved, have changed and evolved, the strong "second chance" concept has remained. In fact, the very first act, the Copyright Act of 1790, borrowed that concept from the first copyright law—the English Statute of Anne which was enacted in England in 1709. The theme continued in the Copyright Acts of 1831, 1870, and 1909.

10. This is also true of the Copyright Act of 1976. Although Section 203 of the Copyright Act of 1976 substantially modified the Act of 1909, Congress ensured that the "second chance" policy embedded in the Act of 1909 remained in full force.

11. Specifically, Section 203 allows authors (a term that includes both songwriters and recording artists) to terminate grants of copyright ownership thirty-five (35) years after the initial grant, generally computed from the date of the publication of those works subject to the grant.

12. In enacting Section 203, Congress was clear that it intended to protect authors and their heirs from "the unequal bargaining position of authors" in dealing with unpublished works, because of "the impossibility of [an author] determining [his or her] work's prior value until it has

been exploited.” H.R.Rep. No. 94-1476, at 124 (1976).

13. In other words, Section 203 reflects an acknowledgment by Congress that many artists—like Plaintiffs—will naturally have less bargaining power at the beginning of their careers than they might otherwise have after achieving commercial success. The termination right embedded in Section 203 seeks to account for this and to prevent record labels or publishers from unfairly benefiting from the initial power imbalance between the contracting parties.

14. Despite Congress’ clearly articulated purpose for enacting Section 203, recording artists like Plaintiffs have faced stubborn and unfounded disregard of their federal legal rights by recording companies like Defendant.

15. Here, Plaintiffs served timely Notices of Termination upon Defendant pursuant to Section 203 of the Copyright Act. To date, however, Defendant has refused to honor the Notices of Termination.

16. Defendant’s refusal to acknowledge the effective dates of termination for Plaintiffs’ sound recordings effectively stymies Plaintiffs’ ability to enter into a new agreement with a third party regarding these sound recordings. It also prevents Plaintiffs from exploiting the sound recordings themselves, as is their right under the law.

17. Moreover, as of the filing of this Complaint, UMG has “taken down” the sound recordings from all commercial platforms and ceased commercial exploitation in the United States. In other words, UMG is effectively punishing Plaintiffs for daring to assert their rights by preventing them from reaping *any* commercial benefit from and/or otherwise exploiting the sound recordings after the effective date of termination set forth on the Notices of Termination.

18. Upon information and belief, Defendant’s actions are designed to negatively impact and/or effectively destroy the very salability and commercial value to Plaintiffs of the post-termination rights in the recordings that the Copyright Act expressly guarantees.

19. On account of Defendant’s repeated, methodical, and willful interference with Plaintiffs’ rights, and Defendant’s effective conversion, Plaintiffs seek recovery of actual and punitive damages, as well as injunctive and declaratory relief to establish their rights in and to the sound recordings.

THE PARTIES

20. Plaintiff Cheryl James (professionally known as “Salt”) is a critically-acclaimed rapper, songwriter, and performer who is best known for her work as a member of the platinum-selling female hip-hop group Salt-N-Pepa.

21. Plaintiff Sandra Denton (professionally known as “Pepa”) is also a critically-acclaimed rapper, songwriter, and performer who is best known for her work as a member of the platinum-selling female hip-hop group Salt-N-Pepa. In addition to working as a recording artist, Denton also entertains audiences as a published author and actress, appearing in television shows and films such as “Let’s Talk About Pep” and “Growing Up Hip Hop.”

22. James and Denton constitute a majority of the authors of the sound recordings at issue and have standing to assert their claims pursuant to 17 U.S.C. § 203(b)(3).

23. Defendant UMG Recordings, Inc. is an American global music corporation organized under Delaware law. It is also known as and does business interchangeably as “UMG” and “Universal Music Group.” Its principal place of business and global corporate headquarters is located at 2220 Colorado Avenue, Santa Monica, California. UMG also maintains U.S. headquarters at 1755 Broadway, New York City, New York offices, where Island Records, Def Jam Recordings, Geffen Records, and other of UMG’s labels are headquartered.

24. In corporate filings with the State of California, where it is registered as a foreign corporation, UMG describes its business as “manag[ing] recorded music assets.”

25. UMG is a record label, as well as a global music conglomerate, and has released music under the Universal and Mercury imprints. It is also the successor-in-interest to several other companies and/or brands within the Universal Music Group, including, but not limited to, London Records, MCA Records, PolyGram Records, and Next Plateau Records, and all of the companies to which UMG/Universal Music Group succeeded by merger, acquisition, business combination, restructuring, or operation of law.

26. UMG is the world’s largest record label by market share and is considered one of the “Big Three” record labels, along with Sony Music and Warner Music Group.

27. UMG’s website terms and conditions states that “all notices not related to these Site Terms and Conditions should be sent to: UMG Recordings, Inc., 2220 Colorado Ave., Santa Monica, CA 90404.” UMG’s website further provided that notice “must be in writing” and “shall

be given by . . . certified mail[.]” Defendant provided these instructions and directives with respect to all the labels and brands identified on the Universal Music Group website, including the other labels and brands under the Universal Music Group “umbrella” and within the UMG/Universal Music conglomerate.

28. Consistent with UMG’s instructions, Plaintiffs sent written Notices of Termination via certified mail to UMG at 2220 Colorado Avenue in Santa Monica, California.

29. UMG received the Notices of Termination as evidenced by their response thereto, which is detailed herein.

30. The legal and business affairs staff of UMG has full and complete access to all relevant and pertinent documents and information relating to UMG, including decades-old recording agreements, correspondence, royalty statements, financial analysis, sales information, catalogue database information, so-called “metadata” for all releases (including various identification codes utilized in the music industry for tracking digital performances and sales), release dates and dates of publication, and revenue information of all kinds and nature.

31. This access to documents and information extends not only to UMG, but the corporations and entities that have been subsumed or merged into UMG, including, but not limited to, London Records, MCA Records, PolyGram Records, and Next Plateau Records.

JURISDICTION AND VENUE

32. This is a civil action seeking declaratory and injunctive relief under the Copyright Act, 17 U.S.C. § 101 *et seq.*

33. This Court has original subject matter jurisdiction of this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

34. This Court has supplemental jurisdiction over this action pursuant to 28 U.S.C. § 1367(a) in that the New York state law claim arises directly from the common nucleus of operative facts set forth in the claim arising in federal question jurisdiction.

35. The Court is empowered to issue a declaratory judgment and further necessary or proper relief pursuant to 28 U.S.C. §§ 2201 and 2202.

36. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400(a) both because UMG is subject to personal jurisdiction in this District and because a

substantial part of the events or omissions by UMG giving rise to the claims occurred in this District.

FACTUAL BACKGROUND

37. Plaintiffs hereby incorporate the allegations set forth in paragraphs 1 through 36 above, as though fully set forth herein.

38. James and Denton began their storied careers as recording artists in 1985, when they started recording rhymes while working together at Sears and both were attending nursing school at Queensborough Community College in Queens, New York.

39. James and Denton first released a sound recording called “The Showstopper” under the group name Super Nature. “The Showstopper” was an answer rap to artist Doug E. Fresh’s hit “The Show,” which was frequently being aired on the radio at the time.

40. James’ and Denton’s “The Showstopper” was a modest success. Fans called into radio stations asking for “The Showstopper” by Salt And Pepper because of the song lyrics “right now I’m gonna show you how it’s supposed to be ‘cause we, the salt and pepper MCs.” James’ then-boyfriend and later-producer, Herb Azor (professionally known as Hurby/Hurvy Luv Bug Azor) (“Azor”), suggested changing the duo’s name. The group Salt-N-Pepa was born.

41. On May 15, 1986, James and Denton, acting together as Salt-N-Pepa, entered into a production agreement with Azor’s production company, Noise In the Attic Productions, Inc. (“NITA”) (referred to herein as the “1986 NITA Production Agreement”).

42. The 1986 NITA Production Agreement covered Salt-N-Pepa’s exclusive recording services to record more sound recordings and release possible albums to the public.

43. Critically, the 1986 NITA Production Agreement also includes a grant of the rights to Salt-N-Pepa’s sound recordings: “As between Company [NITA] and Artist, Company [NITA] shall be the sole and exclusive owner of any and all rights, title and/or interest in and to the master recordings recorded hereunder, including but not limited to the worldwide sound copyrights therein and the renewal rights thereto.” **Ex. A**, 1986 NITA Agreement at ¶ H.

44. Importantly, the 1986 NITA Production Agreement contains no language whatsoever to the effect that the sound recordings are “works made for hire” as that term is defined under the Copyright Act of 1976.

45. That same day, on May 15, 1986, Salt-N-Pepa’s producer, Azor, entered into a distribution agreement with Next Plateau Records, Inc. (“Next Plateau Records” or “NPR”) (referred to herein as the “1986 NPR Agreement”).

46. The 1986 NPR Agreement covered the distribution and promotion of Salt-N-Pepa’s sound recordings to be released alone and/or with upcoming albums. James and Denton are not signatories to the 1986 NPR Agreement, however, they did sign an inducement attached to the agreement which states in relevant part that James and Denton each “hereby specifically guarantee the performance by Producer [Azor] of all the warranties and representations and covenants made in [the 1986 NITA Agreement and] hereby make all of the warranties and representations made to [Next Plateau Records] in said agreement, grant [Next Plateau Records] all of the rights and remedies therein granted to [Next Plateau Records] and agree to perform all of the obligations therein undertaken to be performed for [Next Plateau Records] and undertake to be bound thereby as though [each] was a party to said agreement.” **Ex. B**, 1986 NPR Agreement at pg. 23 ¶ 1.

47. Importantly, the 1986 NPR Agreement also contains no language whatsoever to the effect that the sound recordings to be distributed thereunder are “works made for hire” as that term is defined under the Copyright Act of 1976. Rather, the 1986 NPR Agreement states in relevant part: “All Sides recorded during the Term shall be recorded by Producer [Azor] on [Next Plateau Records]’s behalf and all records made therefrom, together with the performances embodied therein, shall, from the inception of their creation, be entirely the property of [Next Plateau Records] in perpetuity, throughout the Territory, free of any claim whatsoever by Producer [Azor], Artist [James and Denton] or by any persons deriving any rights or interests from Producer [Azor] or Artist [James and Denton] and [Next Plateau Records] shall have the right to secure the sound recording (P) copyright in and to the Sides in [Next Plateau Records]’s name as the owner and

author thereof and to secure any and all renewals of such copyright.” **Ex. B**, 1986 NPR Agreement at pg. 4 ¶ 5.

48. The 1986 NPR Agreement is coterminous with the 1986 NITA Agreement.

49. James and Denton quickly made a name for themselves with their unique, female-driven blend of rap and hip-hop music.

50. Their debut album, *Hot, Cool & Vicious* (1986), sold over one million copies in the United States, making them the first female rap act to achieve gold and platinum status by the RIAA. The album originally included the sound recordings: (i) “Beauty and the Beat,” (ii) “Tramp,” (iii) “I’ll Take Your Man,” (iv) “It’s All Right,” (v) “Chick on the Side,” (vi) “I Desire,” (vii) “The Showstopper,” and (viii) “My Mike Sounds Nice.”

51. In 1987, the sound recording “Tramp” was rereleased as a single with a B-side sound recording called “Push It.” “Push It” was subsequently remixed by a San Francisco DJ named Cameron Paul. This remix of “Push It” was ultimately added to a 1987 rerelease of the album *Hot, Cool & Vicious*, along with remixes of “Tramp” and “Chick on the Side” which replaced those sound recordings on the original 1986 album.

52. “Push It” quickly became a global phenomenon achieving unprecedented commercial success. Among other things, it was nominated for a Grammy Award and became Salt-N-Pepa’s first platinum single in the United States.

53. It remains popular to this day. Indeed, as of the date of filing of this Complaint, “Push It” has been streamed more than 210,000,000 times on Spotify alone, despite Spotify launching to the public over twenty years following the initial commercial release of “Push It”.

54. Ultimately, Salt-N-Pepa released several immensely successful albums pursuant to the terms of the 1986 NPR Agreement and 1986 NITA Agreement:

- a. *Hot, Cool & Vicious* (1986 & 1987²), which includes the sound recordings: (i) “Beauty and the Beat,” (ii) “Tramp,” (iii) “I’ll

² As noted *supra*, “Tramp” was released in 1987 with “Push-It” on the B-side; the entire album was subsequently re-released in 1987 containing remixes to “Push It,” “Tramp,” and “Chick on the Side.”

Take Your Man,” (iv) “It’s All Right,” (v) “Chick on the Side,” (vi) “I Desire,” (vii) “The Showstopper,” (viii) “My Mike Sounds Nice,” and (ix) “Push It.”

- b. *A Salt With a Deadly Pepa* (1988), which includes the sound recordings: (i) “Intro Jam,” (ii) “A Salt With a Deadly Pepa,” (iii) “I Like It Like That,” (iv) “Solo Power (Let’s Get Paid),” (v) “Shake Your Thang,” (vi) “I Gotcha,” (vii) “Let the Rhythm Rum,” (viii) “Get Up Everybody (Get Up),” (ix) “Spinderella’s Not a Fella (But a Girl D.J.),” (x) “Solo Power (Syncopated Soul),” (xi) “Twist and Shout,” and (xii) “Hyped on the Mic.”
- c. *Blacks’ Magic* (1990), which includes the sound recordings: (i) “Expression,” (ii) “Doper than Dope,” (iii) “Negro wit’ an Ego,” (iv) “You Showed Me,” (v) “Do You Want Me,” (vi) “Swift,” (vii) “I Like to Party,” (viii) “Blacks’ Magic,” (ix) “Start the Party,” (x) “Let’s Talk About Sex,” (xi) “I Don’t Know,” (xii) “Live and Let Die,” and (xiii) “Independent.”
- d. *A Blitz of Salt-N-Pepa Hits* (1990), which includes the sound recordings: (i) “Push It (U.K. Remix),” (ii) “Expression (Brixton Remix),” (iii) “Independent (Brixton Remix),” (iv) “Shake Your Thang (Hurvy Luv Bug Re-Edit),” (v) “Get Up Everybody (Get Up) (Steevee-O Re-Edit),” (vi) “Tramp (Hurvy Luv Bug Remix),” (vii) “My Mic Sounds Nice (D.J. Mark The 45 King Remix),” (viii) “I Gotcha (Once Again) (Steevee-O Remix),” (ix) “I’ll Take Your Man (Quicksilver Re-Edit),” and (x) “It’s Alright (Hurvy Luv Bug Remix).”
- e. *The Greatest Hits* (1991), which includes re-releases of some of their most popular sound recordings: (i) “Push It,” (ii) Expression (Brixton Bass Edit),” (iii) “Independent (Independent Funk Vocal),” (iv) “Shake Your Thang (It’s Your Thing),” (v) “Twist And Shout,” (vi) “Let’s Talk About Sex,” (vii) “I Like It Like That,” (viii) “Tramp,” (ix) “Do You Want Me (Remix),” (x) “My Mic Sounds Nice,” (xi) “I’ll Take Your Man,” (xii) “I Gotcha,” (xiii) “I Am Down,” and (xiv) “You Showed Me (The Born Again Mix).”

55. Plaintiffs’ third album, *Blacks’ Magic* (1990), featured several hit sound recordings, such as “Expression” (certified platinum), “Do You Want Me” (certified gold), and “Let’s Talk about Sex” (also certified gold). The album sold approximately one million copies in the United States and further solidified Salt-N-Pepa’s place in music history.

56. After releasing several incredibly popular albums and dozens of critically-acclaimed sound recordings, on July 1, 1992, James, Denton, and NITA entered into an agreement with London Records (referred to herein as the “1992 London Agreement”). The 1992 London Agreement was for the exclusive recording services of Plaintiffs. It is acknowledged by NITA to London Records that subsequent to the complete execution of the 1986 NPR Agreement, Herb Azor and Hugh Azor assigned all of their rights and obligations under the 1986 NPR Agreement to NITA. It also acknowledged that, as of July 1, 1992, all of Next Plateau Records’ rights in the 1986 NPR Agreement (excluding any music publishing rights), were to be assigned to London Records. James and Denton approved the assignment and ratified the terms of the 1986 NPR Agreement and agreed to be bound to London Records in the same manner as they were bound to Next Plateau Records prior to the assignment to London Records. **Ex. C**, 1992 London Agreement at ¶ 1(b).

57. Importantly, the 1992 London Agreement contains no language whatsoever to the effect that the sound recordings to be distributed thereunder are “works made for hire” as that term is defined under the Copyright Act of 1976.

58. That same day, July 1, 1992, James and Denton entered into a letter agreement with Noise In the Attic Productions, Inc. (hereinafter referred to as the “1992 NITA Agreement”). The 1992 NITA Agreement acknowledged that there were two albums left to be recorded under the 1986 NITA Production Agreement and 1986 NPR Agreement. **Ex. D**, 1992 NITA Agreement at ¶ 1.³

59. The 1992 NITA Agreement also does not contain any language whatsoever to the effect that the sound recordings to be produced thereunder are “works made for hire” as that term is defined under the Copyright Act of 1976.

60. The 1992 NITA Agreement is coterminous with the 1992 London Agreement.

³ Idol Makers, Inc., Azor’s management company, is also referred to in this Agreement.

61. Around the same time, James and Denton reprised the lyrics of their hit-song “Let’s Talk About Sex” and made a music video called “Let’s Talk About AIDS” (1992) which was used in connection with a special hosted by Peter Jennings on ABC called “Growing Up in the Age of Aids.”

62. Plaintiffs’ decision to write and release this sound recording speaks to their desire as artists to not only to be commercially successful but culturally impactful as they sought to use their platform to educate the public about a sexually transmitted disease and lessen the stigma experienced by those suffering from it.

63. Thereafter, James and Denton went on to create the album *Very Necessary* (1993), which includes the sound recordings: (i) “Groove Me,” (ii) “No One Does It Better,” (iii) “Somebody’s Getting’ On My Nerves,” (iv) “Whatta Man,” (v) “None of Your Business,” (vi) “Step,” (vii) “Shoop (Remix),” (viii) “Heaven or Hell,” (ix) “Big Shot,” (x) “Sexy Noises Turn Me On,” (xi) “Somma Time Man,” (xii) “Break of Dawn,” and (xiii) “I’ve Got AIDS.”

64. The album sold more than seven million copies worldwide (including five million in the United States) and was the highest-selling rap album by a female act (solo or group) in history at the time. In addition, “None of Your Business” earned them the 1995 Grammy Award for Best Rap Performance by a Duo or Group, making them one of the first female rap acts to win a Grammy Award (along with Queen Latifah who also won an award during the same ceremony).

65. James and Denton also released several sound recordings as singles or EPs, including, without limitation, “Emphatically No” (1994).⁴

66. Dubbed “The First Females of Rap,” James and Denton greatly influenced the future of rap and hip-hop by being one of the first all-female rap acts. At the time of Salt-N-Pepa’s beginnings, media outlets denigrated sexist lyrics and videos that objectified women in popular rap and hip-hop music. Many feminists derided the genres of rap and hip-hop because of their

⁴ James and Denton went on to release additional sound recordings in the albums *Brand New* (1997), *The Best of Salt-N-Pepa* (1999), *20th Century Masters: The Millennium Collection* (2008) and *Icon* (2011), which are not at issue in this case.

male-dominated focus, misogynistic connotations, and negative portrayal of women. But Salt-N-Pepa boldly changed the look of rap and hip-hop. They were not afraid to talk about sex and to share their thoughts about men. Their sound recordings “Let’s Talk About Sex” and “None of Your Business,” for example, were huge hits. They talked candidly about women’s sexuality and empowerment when such topics were frowned upon, heavily criticized, and called taboo. They were at times classified as promiscuous or a bad influence; but, in reality, James and Denton were changing the music industry and, through their music, were giving women around the world a way to celebrate women’s empowerment and liberation. Reflecting on their legacy, James sums it up: “Like so many women before us we have an anointing of breaking down barriers for women in hip-hop. And I think it’s important that we have represented women in an inspirational way — as bosses, as women who have persevered through adversity and misogyny in this business, as mothers, as real women who’ve gone through real-life situations and kept it pushing.”

67. Salt-N-Pepa’s sound recordings are immensely popular, critically acclaimed, and award-winning. Their music is praised for its creative, bold, and empowering lyrics. As noted above, they have also never shied away from addressing issues previously considered taboo in the male-dominated hip-hop industry.

68. James and Denton are one of the best-selling rap acts of all time and they continue to receive and gain recognition for their work decades after releasing some of their best-known hits.

69. Upon information and belief, Plaintiffs are also one of the best and most widely known rap acts of all time.

70. The industry has recognized their success. James and Denton have been nominated for and are recipients of several coveted awards. In addition to winning the Grammy Award in 1995, their work has been nominated for a Grammy Award on four other occasions.

71. In 2021, James and Denton won the Grammy Lifetime Achievement Award for their lifetime “creative contributions of outstanding artistic significance to the field of recording.”⁵

72. James and Denton have also been nominated for and recipients of awards from the American Music Awards, the MTV Video Music Awards, the VH1 Hip Hop Honors Awards, the Soul Train Music Awards, the Soul Train Lady of Soul Awards, and the Nickelodeon Kids’ Choice Awards.

73. In 2022, Plaintiffs were honored with a star on the Hollywood Walk of Fame in recognition not only of their success but of how they paved the way for future female rap artists.

74. Further underscoring both their popularity and their enduring impact on the music industry, it was recently announced that James and Denton are going to be inducted into the Rock & Roll Hall of Fame in November 2025. This news also highlights their unique position as female, minority artists since, to date, induction is an honor that has been granted to only 80 women out of more than 900 inductees. In addition, their induction will mark only the second time in history that a female hip-hop artist has received this honor and will *double* the number of black women who have received the honor.

75. Pursuant to Section 203 of the Copyright Act, James and Denton have the right to serve a Notice of Termination to terminate the grant of rights made to a record label, generally thirty-five (35) years after the publication of those sound recordings.

76. UMG is the current grantee of Plaintiffs’ sound recordings as successor-in-interest to Next Plateau Records and London Records.

77. As a result, on March 22, 2022, James and Denton served their Notice of Termination pursuant to Section 203 of the Copyright Act to UMG.

78. That same day, on March 22, 2022, James and Denton submitted the Notice of Termination to be recorded with the United States Copyright Office.

⁵ <https://web.archive.org/web/20150328225623/http://www.grammy.org/recording-academy/awards/lifetime-awards>.

79. On May 10, 2022, a United States Copyright Office recordation specialist requested that the Notice of Termination be amended to specify effective dates of termination for each sound recording based on the date of grant or date of publication.

80. In response, on May 13, 2022, James and Denton submitted an Amended Notice of Termination with the additional requested information and served their Amended Notice of Termination pursuant to Section 203 of the Copyright Act to UMG. **Ex. E**, Notices of Termination.

81. Thus, the Notices of Termination have been duly and correctly served upon the UMG as the current grantee.

82. The Notices of Termination advised UMG of Plaintiffs' exercise of their statutory rights and the effective termination dates of the copyrights in their sound recordings.

83. Upon information and belief, UMG did not acknowledge Plaintiffs' rights after receipt of the Notices of Termination.

84. Rather, on June 27, 2022, UMG sent a letter to Plaintiffs informing them that UMG was taking the position that the Notices of Termination were "invalid and ineffective" because, in UMG's opinion, Plaintiffs' had not made a grant or transfer of the sound recordings to UMG's predecessors, and in the alternative, the sound recordings should be considered "works made for hire" as that term is defined under the Copyright Act of 1976. **Ex. F**, UMG's June 27, 2022 Response to Plaintiffs' Notices of Termination. UMG also alleged that the Notices of Termination were ineffective because UMG's predecessors – Next Plateau Records and London Records – had indicated on the copyright registrations for the works that they were the respective authors and owners as the "employers for hire." *See id.* UMG additionally alleged that Plaintiffs were time-barred from exercising their termination rights. *See id.*

85. On May 15, 2024, Defendant halted commercial exploitation of dozens of Plaintiffs' sound recordings by "taking down" the sound recordings from streaming platforms and distribution channels.

86. UMG's punitive measure of "taking down" the sound recordings (which, ironically, can be viewed as an acknowledgment by UMG that it no longer had exploitation rights) rather than

relinquishing control of them to the rightful owners, means that Plaintiffs were not only denied their rights to the sound recordings but that substantial royalties that would have otherwise been collected from the sound recordings were also lost.

87. On July 12, 2024, the parties entered into a Section 203 Exploitation Agreement whereby UMG agreed to continue exploitation of the sound recordings appearing on the albums *Hot, Cool & Vicious* (1986 & 1987) and *A Salt With a Deadly Pepa* (1988) while the parties attempted to resolve their dispute concerning Plaintiffs' termination rights. **Ex. G**, § 203 Exploitation Agreement.

88. As noted above, ironically, UMG's decision to remove the sound recordings from distribution prior to execution of the Section 203 Exploitation Agreement appears to be an implicit recognition by UMG of the legitimacy/effectiveness of the Notices of Termination. In other words, despite UMG's ongoing refusal to publicly recognize Plaintiffs' rights to exploit the sound recordings themselves, UMG appears to be concerned (at least internally) that it may not actually have the right to exploit the sound recordings anymore either because of Plaintiffs' Notices of Termination. Yet, despite apparently recognizing that it can no longer legally profit from the sound recordings absent Plaintiffs' permission, UMG continues to claim ownership of the sound recordings that the Copyright Act clearly states must be returned to their authors, Plaintiffs, upon each sound recordings' effective date of termination.

89. On September 12, 2024, Plaintiffs advised UMG that it appeared that at the time of UMG's letter dated June 27, 2022, UMG did not possess and/or had not reviewed all of the information necessary to make a determination on Plaintiffs' termination rights. **Ex. H**, Plaintiff's September 12, 2024 Reply Letter re Notices of Termination. Specifically, Plaintiffs pointed out that UMG did not reference and, as a result, appeared to have failed to consider the implications of the 1986 NITA Agreement, which contained a grant or transfer of rights from Plaintiffs to NITA in and to the sound recordings. *Id.* Plaintiffs also pointed out that the 1986 NITA Agreement does not include language stating that the sound recordings are "works made for hire." *Id.*

90. As evidenced in the Notices of Termination, the effective dates of termination for the sound recordings appearing on the albums *Hot, Cool & Vicious* (1986 & 1987) and *A Salt With a Deadly Pepa* (1988) were on or around May 15, 2024. **Ex. E**, Notices of Termination.

91. As a result, on or around May 15, 2024, the rights to those sound recordings should have automatically been reverted back to Plaintiffs. Notably, this was effectively acknowledged as such by UMG, as this is the very same day that UMG “took down” the sound recordings appearing on those albums.

92. In addition, the effective dates of termination for the sound recordings appearing on the album *Blacks’ Magic* (1990) were on or around November 13, 2024 (in the case of one sound recording on the album) and March 19, 2025 (with respect to the remaining sound recordings on the album). **Ex. E**, Notices of Termination. The rights to those sound recordings should have automatically been reverted back to Plaintiffs as of the effective date of termination.

93. Additionally, as evidenced in the Notices of Termination, the effective dates of termination for the sound recordings appearing on the album *A Blitz of Salt-N-Pepa Hits* (1990) are upcoming on or around November 20, 2025. **Ex. E**, Notices of Termination. The rights to those sound recordings should automatically revert back to Plaintiffs upon those effective dates of termination.

94. Furthermore, as evidenced in the Notices of Termination, the effective dates of termination for the sound recordings appearing on the albums *Very Necessary* (1993) and *The Greatest Hits* (1991) are upcoming on or around May 15, 2026. **Ex. E**, Notices of Termination. The rights to those sound recordings should automatically revert back to Plaintiffs upon those effective dates of termination.

95. Finally, as evidenced in the Notices of Termination, the effective dates of termination for the sound recordings appearing as singles and EPs – (i) “Let’s Talk About AIDS” (1994), and (ii) “Emphatically No” (1994) – are upcoming on or around May 15, 2026. **Ex. E**, Notices of Termination. The rights to those sound recordings should automatically revert back to Plaintiffs upon those effective dates of termination.

96. Unfortunately, the parties have not been able to resolve their differences with respect to the Notices of Termination, and UMG has proven unable or unwilling to make a meaningful monetary offer in exchange for continued rights to Plaintiffs' sound recordings.

97. UMG makes no legitimate argument against the effectiveness of the Notices of Termination.

98. Instead, UMG appears to take the position that it can unilaterally decide when and/or if a recording artist is entitled to termination. This is not the law, and UMG does not have this power. Rather, the Copyright Act expressly states that "[u]pon the effective date of termination, all rights under the title that were covered by the terminated grants revert to the author." 17 U.S.C. § 203(b). This reversion is obligatory, *not* discretionary.

99. As a result, on April 1, 2025, Plaintiffs were compelled to terminate the Section 203 Exploitation Agreement in writing. **Ex. I**, Letter to UMG.

100. On April 10, 2025, UMG responded stating, among other things, that it "continu[es] to dispute the validity and effectiveness of the [Notices of Termination]." **Ex. J**, UMG Response to Termination of Exploitation Agreement.

101. UMG further informed Plaintiffs that it was "ceasing all U.S. exploitation of the Sound Recordings at this time." *Id.*

102. Upon information and belief, UMG has, in fact, halted exploitation of the relevant sound recordings in the United States, thereby effectively demonetizing Plaintiffs' catalogue—months before Plaintiffs' are set to be inducted into the Hall of Fame.

103. Upon information and belief, this is an effort by UMG to pressure Plaintiffs into giving up on their effort to recoup their rights to their sound recordings. Plaintiffs are not willing to do so.

104. For all of these reasons, Plaintiffs are compelled to initiate this lawsuit and seek relief from the Court.

FIRST CLAIM FOR RELIEF
(Declaratory Relief)

105. Plaintiffs hereby incorporate the allegations set forth in paragraphs 1 through 104 above, as though fully set forth herein.

106. Pursuant to Section 203 of the Copyright Act, Plaintiffs have the right to serve Notices of Termination to terminate the grant of rights made to a record label, generally thirty-five (35) years after the publication of those recordings.

107. The Notices of Termination have been duly and correctly recorded in the United States Copyright Office and served upon UMG as the current grantee. **Ex. E**, Notices of Termination.

108. Pursuant to the Notice of Termination, Plaintiffs are the authors and current owners of the United States copyrights in and to the sound recordings.

109. The effective dates of termination for the sound recordings appearing on the albums *Hot, Cool & Vicious* (1986 & 1987) and *A Salt With a Deadly Pepa* (1988) have passed. **Ex. E**, Notices of Termination. The effective dates of termination of those sound recordings was on or around May 15, 2024, and the rights to those sound recordings should have automatically been reverted back to Plaintiffs.

110. In addition, the effective dates of termination for the sound recordings appearing on the album *Blacks' Magic* (1990) have also passed. **Ex. E**, Notices of Termination. The effective dates of termination of those sounds recordings were on or around November 13, 2024 (in the case of one sound recording on the album) and March 19, 2025 (with respect to the remaining sound recordings on the album), and the rights to those sound recordings should have automatically been reverted back to Plaintiffs.

111. As evidenced in the Notices of Termination, the effective dates of termination for the sound recordings appearing on the album *A Blitz of Salt-N-Pepa Hits* (1990), is upcoming on or around November 20, 2025. The rights to those sound recordings should automatically revert

back to Plaintiffs upon those effective dates of termination.

112. As evidenced in the Notices of Termination, the effective dates of termination for the sound recordings appearing on the albums *Very Necessary* (1993) and *The Greatest Hits* (1991) are upcoming on or around May 15, 2026. The rights to those sound recordings should automatically revert back to Plaintiffs upon those effective dates of termination.

113. As evidenced in the Notices of Termination, the effective dates of termination for the sound recordings appearing as singles and EPs – (i) “Let’s Talk About AIDS” (1994), and (ii) “Emphatically No” (1994) – are upcoming on or around May 15, 2026. The rights to those sound recordings should automatically revert back to Plaintiffs upon those effective dates of termination.

114. Under Section 106 of the Copyright Act, the copyright owner of a sound recording has the exclusive right to reproduce and distribute the sound recordings, including, but not limited to, in phonorecords, and to exploit or authorize the exploitation of interactive streams and digital downloads of the sound recordings through subscription or non-subscription of online digital music services.

115. Pursuant to the Notices of Termination, Plaintiffs are or will be the owners of the copyrights in and to the above-referenced sound recordings as of the upcoming effective dates of termination.

116. On June 27, 2022, counsel for UMG sent Plaintiffs a letter setting forth UMG’s legal positions for its claims that the Notices of Termination were invalid, and, in addition, demanded that Plaintiffs “refrain from attempting to exploit the sound recordings, or taking any other actions interfering with UMG’s continuing rights in the sound recordings.” **Ex. F**, UMG Response to Notices of Termination. In doing so, UMG confirmed that it had no intention of reverting the sound recordings with upcoming effective dates of termination to Plaintiffs.

117. Upon information and belief, on or around May 15, 2024, Defendant halted commercial exploitation of Plaintiffs’ sound recordings appearing on the albums *Hot, Cool & Vicious* (1986 & 1987) and *A Salt With a Deadly Pepa* (1988). Defendant’s punitive measure of “taking down” the sound recordings rather than continuing to exploit them means that Plaintiffs

were not only denied their rights to the sound recordings but that substantial royalties that would have otherwise been collected from the sound recordings were also lost.

118. As discussed *supra*, ironically, UMG's choice to remove the sound recordings from distribution appears to be an implicit recognition by UMG of the legitimacy/effectiveness of the Notices of Termination. Regardless, UMG continues to claim ownership of the sound recordings that the Copyright Act clearly states have returned to their authors, Plaintiffs, upon each sound recordings' effective date of termination.

119. On July 12, 2024, the parties entered into a Section 203 Exploitation Agreement whereby the parties agreed that Defendant could continue exploitation of the sound recordings appearing on the albums *Hot, Cool & Vicious* (1986 & 1987) and *A Salt With a Deadly Pepa* (1988) while the parties attempted to resolve their dispute concerning Plaintiffs' termination rights. **Ex. G**, § 203 Exploitation Agreement.

120. In light of UMG's apparent unwillingness to acknowledge Plaintiff's reclaimed rights, upon information and belief, UMG used the Section 203 Exploitation Agreement to delay Plaintiffs ability to recoup their rights and, as a result, has failed to negotiate in good faith and/or make any meaningful offer to Plaintiffs in an attempt to resolve the dispute with Plaintiffs.

121. In light of UMG's apparent unwillingness to reach a resolution, on April 1, 2025, Plaintiffs terminated the Section 203 Exploitation Agreement in order to reclaim the rights to their sound recordings. **Ex. I**, Letter to UMG.

122. On April 10, 2025, UMG responded, stating that it "continu[es] to dispute the validity and effectiveness of the [Notices of Termination]." **Ex. J**, UMG Response to Termination of Exploitation Agreement.

123. UMG also informed Plaintiffs that it was "ceasing all U.S. exploitation of the Sound Recordings at this time." *Id.* Upon information and belief, this has occurred.

124. Based upon the foregoing facts, pursuant to 28 U.S.C. § 2201 and 2022, a case of actual and present controversy within the jurisdiction of this court has arisen and now exists between Plaintiffs and Defendant, concerning their respective rights and duties concerning the

Notices of Termination. Specifically, Plaintiffs contend that the sound recordings are not (and cannot) be treated as “works made for hire” since, among other things:

- a. None of the operative agreements contain language to the effect that the sound recordings are “works made for hire” as that term is defined under the Copyright Act of 1976;
- b. There are no facts that would establish that Plaintiffs were ever in an employer-employee relationship with Defendant, or any of their affiliated or related companies, at the time Plaintiffs entered into the recording agreements, or during the time that the sound recordings were created;
- c. The release of sound recordings that were created by Plaintiffs in an “album” form, as is typical in the music industry, do not constitute a “contribution to a collective work,” or a “compilation,” as those terms are used in § 101 of the Copyright Act, and do not qualify the sound recordings as “works made for hire;”
- d. Sound recordings created and delivered pursuant to a recording agreement are not “specially ordered” or “commissioned works,” as such terms are used in § 101 of the Copyright Act, thereby disqualifying any sound recording as a “work made for hire;”
- e. The exercise by Plaintiffs of their rights under § 203 of the Copyright Act to terminate the original grant, and to thereafter exploit the sound recordings after the effective dates of termination, does not constitute a breach of contract of the recording agreements;
- f. The assertion of rights by recording artists under § 203 of the Copyright Act are not “time-barred.”

125. Plaintiffs desire a judicial determination of their rights and duties, and a present declaration that their Notices of Termination are valid, the dates of termination are effective, their termination rights for the sound recordings have vested or will vest in the near future, any such vesting must be immediately acknowledged by Defendant through a prompt transfer of all rights in the sound recordings to Plaintiffs, and Defendant’s disregard of the rights of Plaintiffs violates the Copyright Act.

126. In the absence of prompt and immediate declaratory relief, Plaintiffs will continue to be damaged and to experience significant uncertainty with respect to their termination rights and they will be unable to accurately calculate the value of their rights given the future, indeterminate cloud hanging over their rights by UMG. They will be left to await the virtually certain future event of Defendant's infringement of their copyrights and then incur years of additional delay before gaining clarity and vindication of their rights. In addition, Defendant has effectively prevented Plaintiffs from exploiting their copyrights because no third party will want to transact with Plaintiffs given the uncertainty and cloud that Defendant has placed over the copyrights.

127. In the absence of prompt and immediate declaratory relief, Defendant will be allowed to destroy the value and ultimate salability of the subject sound recordings, in direct contradiction of the second chance of the Copyright Act.

128. Defendant's actions have caused and will continue to cause irreparable harm to Plaintiffs, and will continue to harm Plaintiffs unless Defendant and its respective agents, servants, directors, officers, principals, employees, representatives, subsidiaries and affiliated companies, successors, assigns and those acting in concert with them or at their direction, and each of them, are permanently enjoined and restrained under 17 U.S.C. § 502 from directly or indirectly infringing on Plaintiffs' rights under federal law in the copyrighted sound recordings, including without limitation by using the Internet or online media distribution system to reproduce (i.e., download), license, or stream any of the sound recordings, or to distribute (i.e., upload), license, or stream any of the sound recordings, or to make any of the sound recordings available for distribution to the public, except pursuant to a lawful license or with the express permission of Plaintiffs.

129. Furthermore, there is no available remedy at law sufficient to make Plaintiffs whole.

SECOND CLAIM FOR RELIEF
(Conversion)

130. Plaintiffs hereby incorporate the allegations set forth in paragraphs 1 through 129 above, as though fully set forth herein.

131. Conversion is the wrongful exercise of dominion over the property of another.

132. Under New York law, conversion occurs when a plaintiff has ownership or the right to possess property, a defendant, through a wrongful act of disposition of property rights, converts a plaintiff's ownership or right to possess their property, and the plaintiff suffers damages.

133. Defendant has intentionally and substantially interfered with Plaintiffs' possession and enforcement of the copyrights in their sound recordings.

134. Defendant has knowingly prevented Plaintiffs' from having access to the copyrights in their sound recordings.

135. Defendant has maliciously punished Plaintiffs for enforcing their statutory rights by removing the sound recordings from the market while also refusing to allow Plaintiffs to exploit the sound recordings themselves, thus depriving Plaintiffs of expected royalty income.

136. Plaintiffs have been harmed as they are unable to exploit the copyrights in the sound recordings in any way, sell the copyrights to their sound recordings, negotiate for alternative royalty rates with other distributors, create derivative works, or enforce any of their exclusive rights under the Copyright Act.

137. As each effective date of termination passes, Plaintiffs' claims for conversion will only expand.

138. As a result, Plaintiffs seek actual damages in an amount to be determined but believed to well exceed one million dollars (\$1,000,000). In addition, as a result of the malice of Defendant in refusing to return the rights to the sound recordings, in halting and/or threatening to halt commercial exploitation, and refusal to work with Plaintiffs to reach a resolution, Plaintiffs seek punitive damages in an amount to be determined.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment against Defendant, as follows:

- A. Awarding Plaintiffs actual damages according to proof;
- B. Declaratory relief in Plaintiffs' favor and against UMG;
- C. A permanent injunction enjoining and restraining Defendant, and its respective agents, servants, directors, officers, principals, employees, representatives, subsidiaries and affiliated companies, successors, assigns, and those acting in concert with them or at their direction, and each of them, from directly or indirectly infringing on Plaintiffs' rights under federal law in the copyrighted recordings and any sound recording that is owned or controlled by Plaintiffs, including without limitation by using the internet or online media distribution system to reproduce (i.e., download) any of the sound recordings, or to distribute (i.e., upload) any of the sound recordings, or to make any of the sound recordings available for distribution to the public, except pursuant to a lawful license or with the express permission of Plaintiffs;
- D. Awarding Plaintiffs punitive damages;
- E. For pre- and post-judgment interest;
- F. For such fees and costs (including reasonable attorney's fees) incurred herein as permitted by law; and
- G. For such other and further relief as this Court deems just and proper.

BLANK ROME LLP

Dated: May 19, 2025

By: /s/ Heidi G. Crikelair

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Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury of the claims alleged in this Complaint.

BLANK ROME LLP

Dated: May 19, 2025

By: /s/ Heidi G. Crikelair

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EXHIBIT A

NOISE IN THE ATTIC PRODUCTIONS, INC.
2711 Humphrey Street
East Elmhurst, NY 11369

As of May 15, 1986

Ms. Cheryl James
and Ms. Sandra Denton
p/k/a "Salt -N- Pepa"
c/o Joseph Lloyd Serling, Esq.
10 Columbus Circle
Suite 2210
New York, NY 10019

Ladies:

The following when signed by you, individually and collectively and p/k/a "Salt -N- Pepa" (hereinafter individually and collectively referred to as "Artist") and by Noise In The Attic Productions, Inc. (hereinafter referred to as "Company") will constitute the agreement between Artist and Company with respect to Company providing Artist with production services as well as with respect to Artist rendering Artist's exclusive personal services to Company as a recording artist, as well as granting Company certain exclusive rights with respect to Artist pertaining to audio-visual exploitation. "Distribution Company", for the purposes of this agreement shall mean Next Plateau Records, Inc. with whom Company is entering into an agreement (a copy of which is annexed hereto as Exhibit A) for the distribution of audio and/or audio-visual recordings recorded by Artist simultaneously herewith (the "Distribution Agreement") or any other phonograph recording company set forth upon Schedule A annexed hereto and made a part hereof with whom Company hereafter enters into a Distribution Agreement with respect to Artist's recordings.

A. Territory: The Universe.

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B. Term: This agreement shall commence on the date set forth above and shall continue in full force for the period equal to the term of the Distribution Agreement. Notwithstanding anything to the contrary contained in this agreement, in no event shall the term of this agreement extend longer than: (a) nine (9) months after delivery to the Distribution Company of the third LP album recorded hereunder by Artist subsequent to the LPs entitled "Hot Cool & Vicious" and "A Salt With A Deadly Pepa"; or (b) October 31, 1993; whichever occurs sooner.

C. Product Commitment: Artist shall record that number of master recordings sufficient to constitute the recording obligations contained in the Distribution Agreement. Notwithstanding the foregoing, in no event shall Artist be required to record master recordings constituting in excess of three (3) LP albums in addition to the LPs recorded hereunder entitled "Hot Cool & Vicious" and "A Salt With A Deadly Pepa". Company and Artist agree to record master recordings constituting three (3) such additional LPs during the term hereof. Further, Company agrees to use its best efforts to cause the United States commercial release of at least one (1) such additional LP during each twelve (12) month period during the term hereof, the first such period commencing November 1, 1988.

D. Royalties:

1. Artist shall receive fifty (50%) percent of all United States and foreign royalties actually paid to and received by Company or on behalf of Company at Company's written designation from the Distribution Company derived from the sale or other exploitation of Artist's recordings.

2. Artist's royalty hereunder shall be computed and reduced in the same manner (i.e., based upon the same percentage of

net sales, subject to the same proportionate reductions for club sales, budget sales, PX sales, sales of "singles"; etc. and other non-retail sales; subject to the same packaging deductions and tax deductions; not payable on "free-goods" records, cut-outs, scrap records and records sold at less than full prices; and subject to the same exchange rate provisions, "free-goods" restrictions and reserve limitation and liquidation provisions) and subject to the same escalations as Company's royalty is computed, reduced and/or escalated by the Distribution Company.

3. Company will use its best efforts to have Artist's accountings to be rendered and Artist's royalties to be paid, directly to Artist by the Distribution Company.

E. Advances:

1. Company shall pay Artist fifty (50%) percent of all advances Company receives from the Distribution Company in connection with the material recorded by Artist hereunder, exclusive of that part of the advances, if any, which shall be utilized for actual recording costs (as defined herein);

2. All advances (except recording costs) made by Company to Artist pursuant to this agreement shall be recoupable solely against the royalties (other than mechanical royalties) payable to Artist pursuant to this agreement; and

3. Artist's advances shall be paid to Artist by Company not later than twenty (20) days after Company's receipt of the applicable advances from the Distribution Company.

F. Recording Costs:

1. Company shall determine recording costs for all product recorded under this agreement in consultation with Artist.

2. All recording costs shall be recoupable against the entire royalty (other than mechanical royalties) payable to Company by the Distribution Company (including, without limitation, the royalties payable by the Distribution Company directly to Artist).

G. Creative Elements: All creative elements (i.e., selection of studio, material, producer, etc.) in connection with the masters recorded hereunder shall be mutually determined by Company and Artist, provided, however, that in the event of a dispute between Company and Artist with respect thereto, the decision of the Distribution Company shall control. Herb Azor is hereby deemed as the approved producer of all LP albums recorded hereunder.

H. Company's Rights: During the Term, Artist shall be exclusive to Company as an audio and/or audio-visual recording artist (inclusive of all exclusive audio and/or audio-visual rights required by the Distribution Company). For the purposes of this agreement, the term "audio and/or audio-visual recording artist" is defined to mean Artist's performances embodied on all forms of recording and reproduction by which sound may be recorded now known or which may hereafter become known, including, without limitation, magnetic recording tape, film, electronic video recordings, and any other medium or device for the production of artistic performances, whether embodying (i) sound alone or (ii) sound synchronized with visual images, e.g. "sight and sound devices". As between Company and Artist, Company shall be the sole and exclusive owner of any and all rights, title and/or interest in and to master recordings recorded hereunder, including but not limited to the worldwide sound copyrights therein and the renewal rights thereto. Notwithstanding anything to the contrary in this agreement, Artist may perform as a background musician and vocalist ("sideman"), a producer for third parties and/or a programmer for third parties for the purposes of making phonograph records for others, as well

as rendering substantially non-musical performances in films, television, etc., for third parties subject, however, to the applicable provisions and/or restrictions of the Distribution Agreement, and further provided that such activities do not unreasonably interfere with Artist's material obligations to Company pursuant to this agreement.

I. Accountings: Company shall use its best efforts to have Artist accounted to , and Artist's royalties paid, directly by the Distribution Company. Notwithstanding the foregoing, in the event that Company is unable to have Artist accounted to, and Artist's royalties paid, directly by the Distribution Company, then Company shall account to Artist as to royalties payable to Artist hereunder within twenty (20) days following Company's actual receipt (or the actual receipt by Company's written designee) of accountings and royalties from the Distribution Company, but in no event less than semi-annually. Such accountings shall be accompanied by payment of royalties, if any, earned by Artist during the preceding accounting period, less any recoupable amounts hereunder. Artist shall have the right to appoint a certified public accountant or attorney to inspect the books and records of Company insofar as the same pertain to the subject matter of this agreement; provided, however, that such inspection shall take place only upon reasonable notice, not more frequently than once in any calendar year during which Artist received a statement, and at the sole expense of Artist. Artist shall be deemed to have consented to all royalty statements and other accountings rendered by Company under this agreement and each such royalty statement or other accounting shall be conclusive, final and binding, shall constitute an account stated, and shall not be subject to any objection for any reason whatsoever unless specific objection in writing, stating the basis thereof, is given by Artist to Company within two (2) years after the date rendered. No action, suit or proceeding of any nature in respect to any royalty statement or other accounting rendered by Company to

Artist under this agreement may be maintained against Company unless such action, suit or proceeding is commenced against Company in a court of competent jurisdiction within thirty (30) months after the date rendered.

J. Producer:

1. All royalties to any individual producer of any master recordings recorded hereunder who is a member of Company's staff or is in any way affiliated and/or associated with Company ("Staff Producer"), shall be the sole responsibility of and paid by Company from its percentages of royalties hereunder. All fees, advances or other payments payable to any Staff Producer shall not constitute either an advance to Artist or recording costs and shall be recoupable solely against royalties payable to Company (other than royalties payable to Artist) by the Distribution Company.

2. With respect to any individual producer of any master recordings recorded hereunder other than a Staff Producer:

(a) Company shall be solely responsible to pay from its percentages of royalties hereunder, all royalties to such producer; and

(b) Company shall be solely responsible to pay from its percentage of advances hereunder any fees, advances or other payments to such producer which shall constitute recording costs, and shall be recoupable as set forth in subparagraph F.2.

K. Name and Likeness: Artist grants to Company the worldwide right in perpetuity to use Artist's name and, subject to Artist's prior approval, Artist's likeness, biography and other identification (all of the foregoing referred to as "Artist's Identification") for the purposes of advertising, promotion and

other trade purposes solely in connection with the audio and/or audio-visual recordings made pursuant to this agreement, and in connection with so-called "institutional" advertising, promoting Company's and/or the Distribution Company's general trade or business. Notwithstanding the foregoing, Company's failure to obtain Artist's prior approval with respect to the foregoing shall not be deemed to be a breach hereof in the event that Company has used its reasonable efforts to obtain such approval or such approval cannot be obtained within a reasonable time in those circumstances where "time is of the essence" in making decisions with respect thereto. Further, Artist grants to Company during the term of this agreement the sole and exclusive worldwide right to use Artist's Identification for general trade purposes, including, but not limited to the merchandising, advertising, promotion, selling, endorsements, leasing, licensing or other commercial exploitation of Artist's Identification in connection with goods and services, provided however, that Company shall pay Artist fifty (50%) percent of the Net Receipts which Company derives therefrom not later than twenty (20) days after Company (or Company's written designee) actually receives such Net Receipts. "Net Receipts" for the purpose of this paragraph K shall be defined to mean all gross receipts payable or accruing to or on behalf of Company with respect to such merchandising, advertising, promotion, selling, endorsements, leasing, licensing or other commercial exploitation of Artist's Identification, less any sums actually paid by Company on an "arm's length" basis to bona fide third parties in connection with the same, and less applicable taxes.

L. Additional Documents: Artist agrees to execute, and deliver to Company, without charge, all appropriate documents including, without limitation, Artist Guarantees and Inducement Letters, required by the Distribution Company and/or by Company in connection with the Distribution Agreement. Further, Artist agrees to comply with, and be bound by, all of the terms of the

Distribution Agreement that are applicable to Artist and that are generally considered standard in the phonograph record industry (including, without limitation, "controlled compositions clauses").

M. Controlling Law: The parties agree that this agreement shall be enforced and construed pursuant to the laws of the State of New York, applicable to agreements to be wholly performed in the State of New York. The State and Federal Courts located in the City, County and State of New York only are granted jurisdiction of all controversies arising out of this agreement between the parties hereto.

N. Copies of Distribution Agreement and Royalty Statements: Company shall furnish Artist with a copy of the Distribution Agreement promptly after the Distribution Agreement has been fully executed, and with a copy of each royalty statement received by Company from the Distribution Company promptly after such royalty statement is received.

O. Warranties and Indemnification:

1. Artist is not now or during the Term shall not be a party to or bound by any contract or agreement which will interfere in any manner with complete performance of the within agreement by Artist. Artist is under no disability, restriction or prohibition with respect to its right to sign and perform under this agreement.

2. Artist agrees to and does hereby indemnify, save and hold Company harmless of and from any and all loss and damage (including reasonable attorneys fees) arising out of or connected with any claim by any one or more third parties or any act by Artist which is inconsistent with any of the warranties, representations, and/or agreements made by Artist herein, and agrees to reimburse Company on demand for any payment made by it at

any time with respect to any liability or claim to which the foregoing indemnity applies which has been settled with Artist's prior written consent, not to be unreasonably withheld, or which has resulted in a judgment against Company. Pending the determination of any claim involving such alleged breach or failure, Company may withhold sums due Artist hereunder in an amount reasonably consistent with such claim. Notwithstanding the foregoing, Artist shall have the right to post a bond in an amount equivalent to the sums being withheld by Company in respect of any such claim with a good and sufficient surety reasonably approved by Company, and thereafter Company shall release and pay Artist such withheld sums. Artist shall have the right to participate in the defense of any such claim at Artist's own cost and expense.

P. Suspension/Force Majeure Events:

1. Company reserves the right by written notice to Artist to suspend its obligations hereunder and/or to extend the term hereof for the duration of the following contingencies if by reason of such contingencies it is materially hampered in the recording, manufacture, distribution or sale of records, or its normal business operations become commercially impracticable: labor disagreements, fire, catastrophe, shortage of materials, or any cause beyond Company's control, provided that no such suspension shall exceed six (6) months with respect to such contingencies involving only Company.

2. In the event of any default or breach by Artist in the performance of any of Artist's material obligations or warranties hereunder, Company, by written notice to Artist, in addition to any other rights or remedies which it may have at law or otherwise, at its election, may terminate the Term or may suspend its obligations hereunder for the duration of such default or breach, provided that no such termination or suspension shall

relieve Company of its obligations to timely account and pay Artist with respect to prior delivered product(s).

Q. Injunctive Relief: Artist expressly agrees that Artist's services hereunder are of a special and unique character and that Company's right to represent Artist as Artist's sole and exclusive record production company and Artist's obligation to solely and exclusively utilize Company in such capacity are unique, irreplaceable and extraordinary rights and obligations and that any breach or threatened breach by Artist thereof shall be material and shall cause Company immediate and unavoidable damages which cannot be adequately compensated for by money judgment. Accordingly, Artist agrees that, in addition to all other remedies which may be available to Company in the event of any such breach or threatened breach by Artist, Company shall be entitled to seek equitable relief to enforce the provisions of this agreement.

R. Cure Period: No breach or default by either party hereunder, shall be deemed material unless the defaulting party has failed or refused to cure such breach or default within thirty (30) days following the date of written notice thereof from the party claiming such breach or default ("Cure Period"), except that, with respect to any allegation by Artist that Company has failed to timely account and pay amounts due Artist hereunder, such Cure Period shall be eight (8) business days (in lieu of said thirty (30) day period) from Company's receipt of written notice thereof from Artist.

S. Notices: All notices hereunder required to be given to Company shall be sent to Company at its address first mentioned herein and all royalty statements (and payments) and all notices to Artist shall be sent to Artist at Artist's address first mentioned herein, or such other address as each party respectively may hereafter designate by notice in writing to the other. All notices

shall be in writing and shall be sent by registered mail or certified mail, return receipt requested (except that royalty statements and payments may be sent by regular mail). The day of mailing of any such notice shall be deemed the date of the giving thereof, except notice of address change shall be deemed given when received. Copies of all notices to Company shall be sent to Ronald L. Skoler, Esq., 300 West 55th Street, Suite 2R, New York, New York 10019. Copies of all notices to Artist shall be sent to Joseph Lloyd Serling, Esq., 10 Columbus Circle, Suite 2210, New York, New York 10019.

T. Group Artist/Leaving Member:

1. Artist warrants, represents and agrees that, for so long as this agreement shall be in effect, Artist will perform together as a group for Company. If any individual comprising Artist refuses, neglects or fails to perform together with the other individuals comprising Artist in fulfillment of the obligations to be performed under this agreement or leaves the group, the remaining members of Artist and such individual shall each give Company prompt written notice thereof, by certified mail, return receipt requested. (The term "Leaving Member" shall hereinafter be used to define each individual who leaves the group or no longer performs with the group, or each member of the group if the group disbands). Company shall have the right (to be exercised within one (1) month following its receipt of Artist's notice):

(a) To continue with the services of any such Leaving Member pursuant to subparagraph T.4. below: and/or

(b) To continue with or to terminate this agreement with respect to the remaining member(s) of the group Artist, whether or not Company has exercised its rights to continue with the services of a Leaving Member.

2. A Leaving Member shall not, without Company's express prior written consent, use the professional name of the group in any commercial or artistic endeavor.

3. The person(s), if any, engaged to replace the individual(s) whose engagement is terminated shall be mutually agreed upon by Company and the remaining members of Artist.

4. In addition to the rights provided in the preceding paragraphs, Company shall have, and Artist hereby grants to Company, an irrevocable option for the individual and exclusive services of each Leaving Member as follows: Said option, with respect to such individual Leaving Member, may be exercised by Company given such Leaving Member notice in writing within one (1) month after Company receives the notice provided for in subparagraph T.1. above. In the event of Company's exercise of such option, such Leaving Member shall be deemed to have entered into an agreement with Company with respect to such individual's exclusive recording services upon all the terms and conditions of this agreement.


Please signify your agreement to the foregoing by signing where indicated below.

Sincerely,

NOISE IN THE ATTIC PRODUCTIONS, INC.

By: 

ACCEPTED AND AGREED TO:



CHERYL JAMES (ss# 076-66-1862)



SANDRA DENTON (ss# 089-64-4565)

p/k/a "SALT -N- PEPA"

SCHEDULE A

WARNER BROS.

ARISTA

COLUMBIA

A & M

CAPITOL

ATLANTIC

EMI-AMERICA

EPIC/PORTRAIT AND ASSOCIATED LABLES

POLYGRAM/POLYDOR

RCA

ELEKTRA/ASYLUM

MCA

MERCURY

CHRYSLIS

GEFFEN

SIRE

ISLAND

MANHATTAN

VIRGIN

EXHIBIT B

AGREEMENT made as of the 15th day of May*****1986 by
and between NEXT PLATEAU RECORDS, INC., 1650 Broadway, New
York, New York 10019 ("Company") and Herb Azor ~~aka Quasar~~ EdZ
~~Records~~ 2711 Humphrey Street, East Elmhurst, Queens 11369 Na
New York, New York. AND HUGH AZOR EdZ
AA

WITNESSETH:

1. For the purposes of this agreement, the following terms shall have the following meanings:

(a) "Side" means the equivalent of a 7 inch, 45 rpm single-sided recording embodying the recorded performances of the Artist and intended for use in the manufacture and sale of phonograph records.

(b) "Single" means a 7 inch, 45 rpm, double-sided phonograph record embodying thereon two (2) Sides. A "Disco Single" is a twelve (12") inch, 33-1/3 rpm, double-sided record embodying two (2) Sides.

(c) "EP" means a twelve (12") inch, 33-1/3 rpm, double-sided phonograph record embodying thereon not less than four (4) Sides but fewer than six (6) Sides.

(d) "LP" means a 12 inch, 33-1/3 rpm, double-sided phonograph record consisting of not less than seven (7) Sides and not more than ten (10) Sides.

(e) "Records", "phonograph records", "recordings", and "derivatives" mean all forms of reproductions, now or hereafter known, manufactured or sold primarily for home use, school use, juke box use or use on means of transportation, embodying: sound alone; or sound coupled with visual images, e.g. "sight and sound" devices.

(f) "Retail list price" means the retail list price or applicable list price in, as Company is paid, the country of manufacture or sale (exclusive of all taxes, discounts, duties and packaging).

(g) "Composition" means a musical composition or medley consisting of words and/or music, whether in the form of instrumental and/or vocal music, contained on a Side.

(h) "Union Scale" means the applicable minimum payments required to be made to Artist under the applicable collective bargaining agreement as may be in force from time to time and controlling with respect to this agreement. If, at any time, there is no such collective bargaining agreement in force, then union scale shall mean the union scale in the collective bargaining agreement last in effect.

(i) "Recording Costs" means all costs incurred with respect to the production of Sides embodying Artist's performances. Recording Costs include, without limitation, union scale, the costs of all instruments, musicians, vocalists, conductors, arrangers, orchestrators, copyists, etc., payments to a trustee or fund based on wages to the extent required by any agreement between Company and any labor organization or trustee, all studio costs, tape, editing, mixing, mastering to disc, engineering, travel, per diems, production fees, rehearsal halls, costs of non-studio facilities and equipment, dubbing, transportation of instruments and other costs and expenses incurred in producing the Sides hereunder, from time to time, and which are customarily recognized as Recording Costs in the phonograph record industry.

(j) "Territory" means the world.

(k) "Delivery" or "delivery" of Sides means Company's receipt of newly-recorded satisfactory Masters to constitute the Sides concerned (edited, mixed and mastered), together with all necessary licenses, approvals, consents and permissions.

(l) "Company" means NEXT PLATEAU RECORDS, INC., its licensees and lessees.

(m) "Artist" means Salt and Pepa.

2. Company hereby engages Producer to produce and deliver to Company Sides embodying the performances of Artist, and Producer hereby accepts such engagement and agrees to deliver Sides embodying the performances of Artist exclusively to Company for an Initial Period of one (1) year commencing on the date hereof and the Option Periods hereinafter set forth if Company exercises any one or more of its options. The Initial Period as the same may be extended is hereinafter called the "Term". Producer hereby irrevocably grants to Company the option to extend the Initial Period for four (4) further consecutive renewal periods of one (1) year each. Each option shall be exercised, if at all, by written notice to Producer at least thirty (30) days prior to the date that the Term would otherwise expire. Each period of the Term is sometimes hereinafter referred to as a "Contract Period."

EO 13. * (a) During each Contract Period, Producer shall cause ~~Artist to perform for the recording of Sides sufficient to~~ constitute one (1) Disco Single in accordance with the provisions of this agreement. ~~The aforesaid Disco Singles to be recorded during each Contract Period are herein~~ sometimes referred to as the "recording obligation" for the Contract Period concerned. Company shall have the right and option to require Producer to furnish Artist's services to perform for the recording of Sides sufficient to constitute one (1)

WE GUARANTEE TO PICK UP ANOTHER 12 INCH SINGLE
IF SALES OF 50,000 ARE REACHED WITHIN FIRST TERM.

additional Disco Single and one (1) LP during each Contract Period. Said option is referred to herein as the "Overcall Right". Company can exercise the Overcall Right by notice to Producer at least thirty (30) days prior to the end of the particular Contract Period.

(b) Notwithstanding anything to the contrary contained herein, if any one Disco Single during a particular Contract Period attains net sales through normal retail channels in the United States, on which royalties are payable pursuant to paragraph 6(a), in excess of \$100 hundred thousand units within three (3) months after the initial United States release of such Disco Single, then Company shall be required to exercise its option to record an LP embodying Artist's performances.

(c) Upon execution of this agreement, Producer shall deliver to Company the Sides embodying Artist's performances of the Compositions listed on Schedule "A" annexed hereto and made a part hereof. Producer warrants and represents that Producer is the sole and exclusive owner of such Sides and all right, title and interest therein, and has all rights necessary to manufacture, advertise and sell phonograph records made from such Sides throughout the world, free from any liability or obligations to make payment therefor, except fees or royalties which may be required to be paid to copyright owners and fees which may be required to be paid to the Music Performance Trust Fund and Special Payment Fund in connection with the manufacture and sale of such phonograph records made therefrom. Producer hereby sells, transfers and assigns to Company, for the world, all of the aforesaid right, title and interest in and to such Sides including without limitation the sound recording copyright and the performances embodied thereon shall be deemed to constitute the minimum number of Sides that Producer is required to deliver during the First-Contract Year. The aforementioned Sides shall be deemed to have been recorded in accordance with the terms of this agreement and shall be governed in all respects by the terms and provisions of this agreement.

(d) Company and Producer shall mutually select the compositions to be recorded and each Side shall be subject to Company's approval as technically satisfactory for the manufacture and sale of phonograph records. Upon Company's request, Producer shall cause Artist to re-record any Composition recorded hereunder until a Side which is technically satisfactory for the manufacture and sale of phonograph records shall have been obtained.

4. (a) During the Term, Producer represents and warrants that Artist will not, except as a background vocalist without credit, perform, or license or consent to the use of Artist's name, likeness, voice, biographical material or other identification ("Artist's Identification"), for or in

connection with the recording or exploitation of phonograph records by or for anyone other than Company.

(b) Producer further warrants that Artist will not perform, or license or consent to the use by any one or more third parties of Artist's Identification, for or in connection with the recording or exploitation of any phonograph record embodying any Composition recorded by Artist under this agreement prior to the later of: (i) five (5) years subsequent to the date of Delivery to Company of a Side embodying that Composition recorded hereunder; or (ii) two (2) years subsequent to the expiration or other termination of the Term of this agreement. Should Artist so perform or should a licensed or consented to use of Artist's Identification by any one or more third parties occur in connection with any such Composition during the period referred to above, then, without limiting any of Company's other rights or remedies, Company shall have no further obligation to pay royalties which otherwise would accrue hereunder on records which contain Artist's performance of such Composition.

5. All Sides recorded during the Term shall be recorded by Producer on Company's behalf and all records made therefrom, together with the performances embodied therein, shall, from the inception of their creation, be entirely the property of Company in perpetuity, throughout the Territory, free of any claim whatsoever by Producer, Artist or by any persons deriving any rights or interests from Producer or Artist; and Company shall have the right to secure the sound recording (P) copyright in and to the Sides in Company's name as the owner and author thereof and to secure any and all renewals of such copyright. Company (and its Licensees) shall have the sole and exclusive right to use the Sides throughout the Territory or any part thereof in any manner it sees fit, including, without limitation, the sole and exclusive right in perpetuity and throughout the Territory:

(a) To manufacture, advertise, sell, distribute, lease, license, or otherwise use or dispose of the Sides and phonograph records embodying the Sides, in any or all fields of use, by any method now or hereafter known, upon such terms and conditions as Company may elect or, in its sole discretion, to refrain therefrom;

(b) To all performances recorded hereunder and all Sides, matrices, records or other reproductions of the performances embodied in any manner and by any method now or hereafter known, whether electronic, magnetic, mechanical or other, and obtained from the performances made hereunder;

(c) To perform the Sides publicly and to permit the public performance thereof by means of radio broadcast, television broadcast or any method now or hereafter known;

(d) To use and publish the names (including all professional, group and assumed or fictitious names), photographs and biographical material of Producer, Artist or the individual producer, in connection with the promotion, exploitation and sale of derivatives of the Sides; and

(e) To release derivatives of any one or more of the Sides on any medium or device now or hereafter known, under any name, trademark or label which Company and its Licensees may from time to time elect.

6. Company shall pay to Producer the following royalties for the sale by Company or its Licensees of phonograph records derived from the Sides against which all advances paid hereunder, including, without limitation, the sums referred to in paragraph 8 shall be chargeable and Company shall recoup such sums from the following royalties:

(a) (i) A royalty of ~~13%~~----- percent of the retail list price for all records (except Singles) derived from the Sides recorded during the first and second Contract Periods, manufactured and sold by Company for distribution in the United States paid for and not returned.

(ii) A royalty of ~~13%~~ Thirteen----- percent of the retail list price for all records (except Singles) derived from the Sides recorded during the third Contract Period, manufactured and sold by Company for distribution in the United States paid for and not returned.

(iii) A royalty of ~~14%~~ Fourteen percent of the retail list price for all records (except Singles) derived from the Sides recorded during the fourth Contract Period, manufactured and sold by Company for distribution in the United States paid for and not returned.

(iv) A royalty of ~~14%~~ Fourteen----- percent of the retail list price for all records (except Singles) derived from the Sides recorded during the fifth Contract Period, manufactured and sold by Company for distribution in the United States paid for and not returned.

(v) A royalty of nine (9%) percent of the retail list price for all Singles derived from the Sides recorded hereunder manufactured and sold by Company for distribution in the United States paid for and not returned.

(vi) The royalty rates hereinabove provided are hereinafter sometimes referred to as the "Basic United States Rates".

(b) A royalty equal to three-quarters (3/4) of the otherwise applicable rate for all phonograph records derived from the Sides sold for distribution by Company or its

licensees outside of the United States, as to which Company receives payment.

(c) As to records derived from the Sides sold through record clubs or similar sales plans or devices by Company's licensees, Company shall credit Producer's royalty account with fifty (50%) percent of Company's net royalty receipts from such sales.

(d) As to records not consisting entirely of Sides recorded hereunder, Producer's royalties otherwise payable hereunder shall be pro-rated on the basis of the number of such Sides which are on such records compared to the total number of recordings on such records.

(e) Royalties on phonograph records included in albums, jackets, boxes or any other type of package or container (herein collectively referred to as "containers") shall be based solely upon the retail list price of such phonograph records in containers less all taxes, discounts and duties and also less Company's customary container charge, which at the present time is Fifteen- percent of the retail list price for a single-fold album jacket, twelve and one-half (12-1/2%) percent of the retail list price for a double-fold album jacket or for an album jacket which contains an insert, fifteen (15%) percent for a twelve (12") inch Singles jacket, and twenty (20%) percent of the retail list price for a pre-recorded tape.

(f) As to long-playing records, discs or tapes derived from the Sides (other than promotional records hereinafter provided for), sold as budget records by Company or its licensee in the particular country, the royalty rate shall be one-half (1/2) of the otherwise applicable royalty rate provided for in sub-paragraphs (a) and (b) above.

(g) As to pre-recorded tapes derived from the Sides and manufactured and sold by Company, the royalty rate shall be the otherwise applicable royalty rate provided for in sub-paragraphs (a) and (b) above.

(h) In computing the number of records sold hereunder, Company shall have the right to deduct returns and credits of any nature, including, without limitation, (i) those on account of any return or exchange privilege, (ii) defective merchandise, and (iii) errors in billing or shipment. Company shall have the right to withhold a reasonable portion of Producer's royalties as a reserve, in accordance with its standard accounting practices and procedures, provided that the reserve for royalties payable with respect to Singles, Disco Singles, LPs and EPs released hereunder shall not exceed fifty (50%) percent of the royalties earned with respect to the Singles, Disco Singles, LPs and EPs sold during a given accounting period. Company shall liquidate

such reserves in four (4) equal semi-annual installments over a two (2) year period.

(i) Company shall have the right to include or to license others to include any one or more of the Sides in promotional records on which such Sides and other recordings are included, which promotional records are designed for sale at a substantially lower price than the regular price of Company's long play records, but not more than two (2) Sides shall be included in any one such promotional record. No royalties shall be payable on sales of such promotional records.

(j) Company shall have the right to license the Sides to third parties for phonograph record use and all other types of use on a flat-fee basis. Company shall credit Producer's royalty account with fifty (50%) percent of the net amount received by Company and attributable to the Sides under each such license.

(k) Company shall have the right to sell records derived from the Sides under any merchandising plans or terms it may deem desirable. No royalties shall be payable for records returned for credit by any buyer, for records given away or sold for fifty (50%) percent or less of the regular wholesale price, for records used for the purpose of publicity or advertising, for records distributed to disc jockeys, radio stations, television stations, motion picture companies, publishers or others, for records used on transportation facilities or as in-store play samplers, for records sold as cutouts, or for records sold as scrap.

(l) For the sale of records which include Sides subject hereto which are sold by Company's licensees through the method known as "key outlet marketing" by distribution through retail fulfillment centers in conjunction with special advertisements on radio or television, the method known as direct mail or mail order, or by any combination of the methods set forth above and for the sale of records not consisting entirely of Sides delivered hereunder which are sold by Company's licensees through normal retail channels, Company shall credit Producer's royalty account with fifty (50%) percent of Company's net royalty receipts attributable to the Sides from such sales.

(m) The royalty rate for records derived from the Sides and sold for sale in Armed Forces Post Exchanges shall be one-half (1/2) of the otherwise applicable royalty rate provided for in sub-paragraph (a) above.

(n) The royalty rate payable hereunder for records derived from the Sides and sold as premiums shall be one-half (1/2) of the otherwise applicable royalty rate provided for in sub-paragraphs (a) and (b) above and the retail list price for such records shall be deemed to be Company's or its

licensee's actual sales price. Company shall be entitled to use and publish, and to license or permit others to use and publish, Artist's Identification with respect to the products or services in connection with which such "premium" records are sold or distributed, provided that such use is not an endorsement of the product or service.

(o) For records derived from the Sides and sold to distributors or others for less than the regular wholesale price, or at discount therefrom, but for more than fifty (50%) percent of the regular wholesale price, the royalty rate shall be reduced in the same proportion as the reduction in the regular wholesale price.

(p) Royalties for phonograph records sold for distribution outside of the United States shall be computed in the same national currency as Company is accounted to by its licensee and shall be paid at the same rate of exchange as Company is paid, provided, however, that royalties on phonograph records sold for distribution outside of the United States shall not be due and payable by Company until payment or credited therefor has been received by Company in the United States in United States Dollars. If Company shall not receive payment or credit in the United States or in United States Dollars and shall elect to accept payment in a foreign currency or in a foreign country, Company may deposit to the credit of Producer (and at the expense of Producer) in such country in a depository selected by Company payments so received applicable to royalties hereunder, and shall notify Producer promptly thereof. Deposit as aforesaid shall fulfill the obligations of Company as to phonograph record sales to which such royalty payments are applicable.

7. Accountings as to royalties payable hereunder shall be made by Company to Producer on or before the first day of September for the period ending the preceding June 30th, and on or before the first day of March for the period ending the preceding December 31st, together with the payment of accrued royalties, if any, earned by Producer during such preceding half-year. All royalty statements and all other accounts rendered by Company to Producer shall be binding upon Producer and not subject to any objection by Producer for any reason unless specific objection in writing, stating the basis thereof, is given to Company within two (2) years from the date rendered. Producer shall be foreclosed from maintaining any action, claim or proceeding against Company in any forum or tribunal with respect to any statement or accounting due 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. Producer shall have the right to appoint a Certified Public Accountant to examine Company's books and records insofar as the same pertain to this agreement provided that such examination shall take place at Company's offices during normal business

hours, on reasonable written notice, not more frequently than once in any calendar year during which Producer receives a statement, and at Producer's sole cost and expense.

8. For the rights herein granted to Company and for the services to be rendered by Producer and provided that Producer performs his obligations hereunder, Company shall advance to Producer the following sums to be charged against and recouped from royalties due Producer hereunder:

(a) (i) Two Thousand Five Hundred ~~2,500~~ ^{Hundred} Dollars for each Disco Single recorded during the First Contract Period;

(ii) Three Thousand \$3,000 _____ Dollars for each Disco Single recorded during the Second Contract Period;

(iii) Four Thousand \$4,000 _____ Dollars for each Disco Single recorded during the Third Contract Period;

(iv) Five Thousand \$5,000 _____ Dollars for each Disco Single recorded during the Fourth Contract Period;

(v) Five Thousand \$5,000 _____ Dollars for each Disco Single recorded during the Fifth Contract Period.

(vi) The advance due pursuant to subparagraph (i) above shall be paid 2,500 ^{Hundred} Two Thousand Five Dollars upon the execution of this agreement and delivery of the master titled "I'LL TAKE YOUR MAN" and 2,500 ^{Hundred} Two Thousand Five Hundred Dollars six weeks from the release date of single.

All other advances provided for hereinabove shall be paid one-half ($\frac{1}{2}$) upon commencement of recording and the balance upon delivery to and acceptance by Company of the master tape for the applicable Single involved.

(b) (i) Thirty Thousand _____ Dollars for the LP or EP, if any, recorded during the first Contract Period less any amount paid for Sides previously included on a Disco Single which are then included on the LP or EP produced and delivered hereunder during said first Contract Period.

(ii) Thirty Five Thousand _____ Dollars for the LP or EP, if any, recorded during the second Contract Period less any amount paid for Sides previously included on a Disco Single which are then included on the LP or EP produced and delivered hereunder during said second Contract Period.

(iii) Forty Thousand _____ Dollars for the LP or EP, if any, recorded during the third Contract Period less any amount paid for Sides previously included on a Disco Single which are then included on the LP or EP produced and delivered hereunder during said third Contract Period.

(iv) Fifty Thousand _____ Dollars for the LP or EP, if any, recorded during the fourth Contract Period less any amount paid for Sides previously included on a Disco Single which are then included on the LP or EP produced and delivered hereunder during said fourth Contract Period.

(v) Sixty Thousand _____ Dollars for the LP or EP, if any, recorded during the fifth Contract Period less any amount paid for Sides previously included on a Disco Single which are then included on the LP or EP produced and delivered hereunder during said fifth Contract Period.

All advances provided for in this subparagraph (b) shall be payable one-half ($\frac{1}{2}$) upon commencement of recording and the balance upon delivery to and acceptance by Company of the master tape(s) for the applicable LP or EP involved.

9. (a) Producer shall deliver to Company a monaural tape and two-track stereo tape for each Side produced hereunder, which tapes shall be fully edited, mixed and leadered prior to delivery to Company, so that they are in proper form for the production of parts necessary for the manufacture of commercial phonograph records. Each and every original session tape and part thereof, and each and every mother, Side, acetate copy or other derivative shall also be delivered to Company or kept available for Company and subject to Company's control at the recording studio.

(b) All recording sessions hereunder shall be conducted under Producer's license. Producer warrants and represents that all union contract forms or report forms for recording sessions hereunder, all bills pertaining to such recording sessions and all necessary payroll forms (including, without limitation, all necessary W-4 and other withholding tax forms) pertaining to such recording session will be submitted by Producer to the appropriate authorities within a reasonable time after each recording session and in accordance with all applicable union requirements. If Company shall incur any penalties for late payments by reason of Producer's failure to comply with the immediately preceding sentence, Company shall have the right to recoup said penalties from any and all sums which may be payable to Producer under this contract or, at Company's election, Company shall have the right to recover from Producer the amount of said penalties upon written demand.

10. (a) Producer hereby assigns to Company or its publishing designee 50% _____ percent of its right, title and interest in the copyright in and to any original material or, if copyrightable, any adaptation or arrangement of public domain material which is written in whole or in part, or owned or controlled, directly or indirectly, by Producer, Artist, or by any person, firm or corporation associated or

affiliated with Producer or Artist and which is recorded and released pursuant to this Agreement.

(b) The aforesaid assignment shall be worldwide and shall be for the term of copyright and any and all renewals, modifications and extensions thereof. Producer and/or Artist as the case may be, shall execute a participation agreement in the form of Exhibit "A" annexed hereto with respect to the musical composition which become subject to this agreement. Producer and/or Artist hereby agree to execute any and all further documents which Company may deem necessary or desirable to confirm and protect its rights in such copyrights including, without limitation, applications for claims to copyright and assignments of copyright to be filed in the applicable Office of the Register of Copyrights.

(c) Producer and Artist represent and warrant that the musical compositions subject hereto will be original and will not infringe upon any other musical or literary musical or upon any rights of any third party and Producer and Artist agree to save and hold company harmless from and against any and all liability, damage, cost or expense (including reasonable attorneys' fees) which Company may pay or incur by reason of any breach or claim of breach of Producer's or Artist's warranties.

11. Company shall be responsible for the payment of mechanical copyright royalties directly to the copyright proprietors unless such records are distributed by a third party in which event said third party distributor shall be responsible for payment of such mechanical copyright royalties.

12. Producer agrees that Artist will be available, from time to time during the Term, at Company's request and expense, whenever the same will not unreasonably interfere with other professional activities of Artist, to appear for photography, poster and cover art, etc., under the direction of Company or its nominees, to appear for interviews with representatives of the communications media and Company's publicity personnel and to perform other reasonable promotional services.

13. Producer warrants and represents the following:

(a) As of the date hereof, there are no prior recorded performances by Artist unreleased within the United States.

(b) As of the date hereof, there are no restrictions, and, during the Term, there shall be no restrictions with respect to Compositions Artist is legally able to perform for Company hereunder.

(c) Neither Producer nor Artist is now or during the Term shall be a party to or bound by any contract or agreement which will interfere in any manner with complete performance of the within agreement by Producer and Artist.

Producer and Artist are under no disability, restriction or prohibition with respect to their right to sign and perform under this agreement.

(d) Producer has the right to use Artist's name and any professional name used by Artist and grants to Company during the Term for the Territory the exclusive right to use and to allow others to use said names for phonograph record purposes and the exclusive right to such use thereafter in connection with recordings subject hereto; Company's use of such names in accordance with the terms hereof will not infringe upon the rights of any third party.

(e) The Sides and the performances embodied thereon shall be produced in accordance with the rules and regulations of all unions having jurisdiction.

(f) The Sides and the performances embodied thereon, and any use thereof by Company or its grantees, licensees or assigns, will not violate or infringe upon the rights of any third party.

(g) There is in existence between the Producer and Artist a valid and enforceable agreement under the terms of which Artist shall perform exclusively for Producer as a recording artist during the Term of this agreement as extended. During the Term of this agreement, Producer will waive none of its rights thereunder and shall take all steps necessary or desirable to keep the same in full force and effect so that Company shall have the benefits of Artist's exclusive services as a recording artist during the Term hereof as if Artist had contracted directly with Company. Said agreement shall provide that the Artist shall be absolutely restricted from recording the Compositions embodied on the Sides subject hereto during the period referenced to in paragraph 14(b) hereof.

(h) Producer shall be solely responsible for and shall pay: (i) all Recording Costs incurred in the production of the Sides hereunder and the sums referred to in paragraph 8 shall be deemed inclusive of such costs and (ii) all sums due the Artist, the individual producer of the Sides and all other parties (except as otherwise provided herein) entitled to receive royalties in connection with the sale of phonograph records derived from the Sides and the sums set forth in paragraph 6 are hereby deemed to include all royalties due such parties.

(i) Producer agrees to and does hereby indemnify, save and hold Company harmless of and from any and all loss and damage (including reasonable attorneys' fees) arising out of or connected with any claim by any one or more third parties or any act by Producer or Artist which is inconsistent with any of the warranties, representations, and/or agreements made by Producer herein, and agrees to reimburse Company on

demand for any payment made by it at any time with respect to any liability or claim to which the foregoing indemnity applies which has been settled with Producer's consent, not to be unreasonably withheld, or which has resulted in a judgment against Company. Pending the determination of any claim involving such alleged breach or failure, Company may withhold sums due Producer hereunder in an amount consistent with such claim. Company shall have the right at all times, in its sole discretion to control the defense of any claim.

14. (a) Company reserves the right by written notice to Producer to suspend its obligations hereunder and/or to extend the expiration date of the then-current Contract Period for the duration of the following contingencies if by reason of such contingencies it is materially hampered in the recording, manufacture, distribution or sale of records, or its normal business operations become commercially impracticable: labor disagreements, fire, catastrophe, shortage of materials, or any cause beyond Company's control. If Company exercises its option to extend the then-current Contract Period, the dates for the exercise by Company of its options as set forth in paragraphs 2 and 3(a), and the dates of the commencement of subsequent Contract Periods shall be deemed extended accordingly.

(b) In the event of any default or breach by Producer in the performance of any of Producer's obligations or warranties hereunder, Company, by written notice to Producer, in addition to any other rights or remedies which it may have at law or otherwise, at its election, may terminate the Term or may suspend its obligations hereunder for the duration of such default or breach and/or may extend the expiration date of the then-current Contract Period for a period equal to all or any part of the period of such default or breach. If Company exercises its option to extend the then-current Contract Period, the dates for the exercise by Company of its options as set forth in paragraphs 2 and 3(a), and the dates of the commencement of subsequent Contract Periods shall be deemed extended accordingly.

15. Producer warrants that Artist will not record or authorize or knowingly permit to be recorded for any purpose any performance without in each case taking reasonable measures to prevent the manufacture, distribution and sale at any time by any person other than Company of phonograph records embodying such performance. Specifically, without limiting the generality of the foregoing, Producer further agrees that:

(a) If, during the Term, Artist performs any Composition for the purpose of making transcriptions for radio or television or soundtracks for motion picture films, or

(b) If, during the period referred to in paragraph 5(b) hereof, Artist performs for any such purpose any Composition which shall have been recorded pursuant to this agreement, Artist will do so only pursuant to a written contract containing an express provision that neither such performance nor any recording thereof will be used, directly or indirectly, for the purpose of making phonograph records. Producer will promptly furnish to Company a copy of the pertinent provisions of each such contract and will cooperate fully with Company in any controversy which may arise or litigation which may be brought relating to the rights of Company under this paragraph.

16. Producer agrees that, in all of Artist's endeavors in the entertainment field, Artist will exert best efforts to be billed, advertised and described as an "NEXT PLATEAU RECORDS, INC. Exclusive Recording Artist."

17. Without limiting any other rights Company may have, it is specifically understood and agreed that in the event of Producer's dissolution or the liquidation of Producer's assets, or the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization, by, for or against Producer, or in the event of the appointment of a receiver or a trustee for all or a portion of Producer's property, or in the event that Producer shall make an assignment for the benefit of creditors or commit any act for or in bankruptcy or become insolvent or in the event Producer shall fail to fulfill its obligations under this agreement, then at any time after the occurrence of any such event, Company shall have the option by notice in writing sent to Producer at Producer's address last known to Company, to require that Artist perform his services hereunder directly on behalf of Company for the remaining balance of the Term of this agreement, including, extensions thereof, for the purpose of making phonograph records, upon all the same terms and conditions as are herein contained, except that Company shall designate the Compositions to be recorded and the individual producer of the Masters and in respect of such Compositions performed by the Artist and recorded by Company subsequent to Company's exercise of such option, (i) the royalty rate pursuant to paragraph 6 hereof shall be the applicable royalty rate provided in the agreement between Producer and Artist with appropriate reductions for foreign, club and tape sales, etc., and (ii) such royalties, less any unrecouped advances shall be paid directly to Artist.

18. If at any time Producer fails, except for Company's refusal without cause to allow Artist to perform, to deliver Sides to Company within a reasonable time after Company's request therefor then, without limiting any of Company's other rights or remedies, at law or otherwise, Company shall have the right, by giving Artist written notice thereof, at any time following Artist's failure to deliver Sides as aforesaid, but prior to the expiration of the then-current

Contract Period, to suspend its obligations hereunder and/or to extend the expiration date of the then-current Contract Period for a period equal to the number of days which shall elapse between the date upon which the Sides were due to be delivered and the delivery date thereof. If Company exercises its option to extend the then-current Contract Period, the dates for the exercise by Company of its options as set forth in paragraphs 2 and 3(a), and the dates of the commencement of subsequent Contract Periods shall be deemed extended accordingly. Company's rights pursuant to this sub-paragraph are in addition to Company's rights pursuant to paragraph 14(b) herein.

19. Producer expressly agrees that Artist's services hereunder are of a special and unique character and that Company shall be entitled to seek equitable relief to enforce the provisions of this agreement.

20. Producer agrees that Artist is, or will become, and that Artist will remain during the Term a member in good standing of any labor unions with which Company may at any time have agreements lawfully requiring such union membership. The provisions of paragraph 17 of the AFTRA 197780 National Code of Fair Practice for Phonograph Recordings shall be deemed incorporated herein to the same extent as if fully set forth herein.

21. This agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors, permitted assigns, and representatives. Company may, at its election, assign this agreement or any of its rights hereunder to a subsidiary or party acquiring Company's assets or to a third party major U.S. record manufacturer and distributor. Producer shall not have the right to assign this agreement without Company's prior written consent.

22. If any clause, sentence, paragraph or part of this agreement, or the application thereof to any person, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall continue in full force and effect, but such judgment shall be limited and confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person involved.

23. All notices hereunder required to be given to Company shall be sent to Company at its address first mentioned herein and all royalty statements (and payments) and all notices to Producer shall be sent to Producer at Producer's address first mentioned herein, or such other address as each party respectively may hereafter designate by notice in writing to the other. All notices shall be in writing and shall be sent by registered mail or certified mail, return receipt requested. The day of mailing of any such notice

shall be deemed the date of the giving thereof. Royalty statements (and payments) may be sent by regular mail.

24. (a) Producer shall deliver Sides (fully edited, mixed and leadered) together with all necessary approvals, consents, licenses and permissions to Company within ninety (90) days following Company's request therefor in the case of EPs and/or LPs and within sixty (60) days in the case of Singles or Disco Singles.

(b) If at any time Producer fails, except for Company's refusal without cause, to allow Producer to perform, to deliver Sides to Company in accordance with the provisions of subparagraph (a) above, then, without limiting any of Company's other rights or remedies hereunder, Company shall have the right, by giving Producer written notice thereof, at any time following Producer's failure to deliver Sides as aforesaid, but prior to the expiration of the then current Contract Year, to extend the expiration date of the Contract year during which such failure occurs, and/or the delivery date for future Sides, for a number of days equal to the number of days which shall elapse between the date upon which Sides were due to be delivered and the delivery date thereof, and the dates for the exercise by Company of its options as set forth in paragraphs 2 and 3(a) and the date of commencement of subsequent Contract Years shall be deemed extended accordingly.

25. This agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York, with respect to the determination of any claim, dispute or disagreement which may arise out of the interpretation, performance or breach of this agreement.

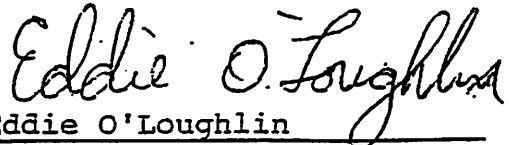
26. This writing sets forth the entire understanding between the parties with respect to the subject matter hereof, and no modification, amendment, waiver, termination or discharge of this agreement shall be binding upon Company unless confirmed by a written instrument signed by an authorized officer of Company. No waiver of any provision of or any default under this agreement shall constitute a waiver by Company of compliance thereafter with the same or any other provision or of its right to enforce the same or any other provision thereafter.

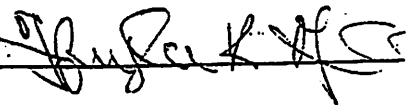
27. No breach or default by either party hereunder, except for the breach of the exclusivity provisions of this agreement, shall be deemed material unless the defaulting party has failed or refused to cure such breach or default

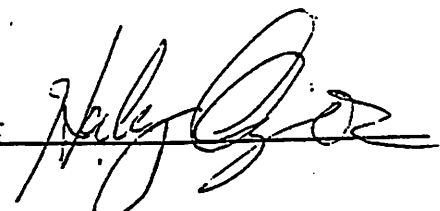
within thirty (30) days following the date of receipt of written notice thereof from the party claiming such breach or default.

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

NEXT PLATEAU RECORDS, INC.


Eddie O'Loughlin

~~Quasor Records~~ 


Herb Azorr

CAH6/3

EXHIBIT "A"CO-PUBLISHING AGREEMENT

AGREEMENT made this 15th day of May--- 1986 by and between NEXT PLATEAU MUSIC, INC., 1650 Broadway, New York, New York 10019 (hereinafter referred to as "Company") and Herb Azorr dba Quasar Records 2711 Humphrey Street, East Elmhurst, 11369. (jointly and severally hereinafter referred to as "Participant").

WITNESSETH:

WHEREAS, it is the intention of the parties that Participant shall assign, transfer set over and convey to Company fifty (50%) percent of its interest in the copyrights in all compositions owned and/or controlled, directly or indirectly, in whole or in part, by Participant and recorded pursuant to an agreement of even date between NEXT PLATEAU RECORDS, INC., on the one hand, and Herb Azorr d/b/a Quasar Records&Salt&Pepper on the other hand (hereinafter collectively referred to as the "Compositions");

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

1. Company and Participant shall each own a fifty (50%) percent undivided interest in and to the Compositions, including the worldwide right, title and interest, including the copyrights, the right to copyright and the renewal rights, therein and thereto. Application to register claims to copyright the Compositions will be filed in the office of the Register of Copyrights of the United States of America by Company in the names of Company and Participant. If the Compositions have heretofore been registered for copyright in the name of Participant, Participant shall deliver to Company an assignment in the form of Schedule "1" annexed hereto and made a part hereof of fifty (50%) percent of its interest therein, which assignment will be recorded by Company. Company and Participant hereby agree that Company (and its designees) and Participant (and its designees) shall each administer throughout the world their aforesaid respective interests in the Compositions. Company and Participant agree to use reasonable efforts to advise each other, from time to time, of any pertinent developments in connection with such party's exploitation of any of the Compositions.

2. Company and Participant shall each give their respective subpublishers, licensees, performing rights societies and all other users of the Compositions written notice of the other party's undivided interest in and to the relevant Composition and shall each license and collect and

authorize the licensing and collection only of those monies which represent such party's respective interest. Company and Participant shall each give their respective licensees and users of any of the Compositions further written notice directing such licensees and users to contact the other party with respect to such other party's interest in the Composition. Each party hereto shall cooperate fully with the other party in obtaining or furnishing such information, materials and/or additional documents as each party may reasonably require in connection with any of the Compositions.

3. Company (and its designees) and Participant (and its designees) shall each receive and collect their respective shares of all income derived from all uses of the Compositions throughout the world. In the event either Company or Participant receives monies in respect of any of the Compositions due the other party, Company or Participant, as the case may be, shall forthwith pay to such other party such other party's share of said monies so received with a copy of the applicable statement.

4. Company and Participant shall each have the right at their sole expense for the duration of the worldwide copyrights (and all extensions and renewals thereof) in the Compositions, to prosecute and defend 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 this connection, Company or Participant, as the case may be, shall (a) promptly notify the other party of all such suits and actions and (b) promptly advise the other party of all developments pertaining to such suits and actions and (c) use its best efforts to coordinate with the other party the prosecution and defense of all such suits and actions. Neither Company nor Participant shall settle or compromise any such suit or action without the other party's prior written consent, which neither party shall unreasonably withhold. In the event of a the recovery by Company or Participant of any monies as a result of a judgment or settlement, such monies shall be divided between Company and Publisher in direct proportion to their respective interest in the Compositions, after first deducting all of the expenses of obtaining said judgment or settlement, including, but not limited to, reasonable counsel fees and court costs.

5. The rights and obligations of Company and Participant as set forth in this Agreement in and to the Compositions shall commence as of the inception of creation of each of the Compositions and shall extend for the duration of the term of the worldwide copyrights in the Compositions (and all extensions and renewals thereof).

6. Each party hereto shall execute and deliver to the other such documents and instruments with respect to any of the Compositions as each party in its judgment deems necessary or desirable to effectuate the intent and purposes of this Agreement or to evidence each such party's rights hereunder. If either party hereto fails to execute any such document or instrument not inconsistent with the terms of this Agreement within thirty (30) days following the other party's written request therefor, then the party requesting the execution of such document or instrument shall be fully entitled to do so on the other party's behalf pursuant to the power of attorney granted herein, and such document or instrument thereupon shall be fully as valid, effective and operative as if executed by the party upon which request was made as aforesaid.

7. Each party hereto shall have the right at its sole cost and expense to appoint a Certified Public Accountant to examine the books and records of the other party as the same pertain to the Compositions, provided that any such examination shall be for a reasonable duration and shall take place during normal business hours on reasonable written notice and shall not occur more than once in any calendar year.

8. (a) Each party hereby warrants and represents that it has the full right, power and authority to enter into and perform this Agreement and to make the agreements herein contained. Without limiting the generality of the foregoing, Participant hereby warrants and represents that it has and shall have the sole and exclusive rights necessary to grant Company (and its designees) the rights herein granted thereto and that Participant is fully empowered to make such grant of rights to Company (and its designees). Participant hereby warrants and represents that the exercise by Company (and its designees) of any and all of its rights in the Compositions shall not violate or infringe upon any common law or statutory right of any person, firm or corporation, and that the Compositions are and will be new and original and capable of copyright protection throughout the world, and that the Compositions are not and shall not be in the public domain, and that the Compositions do not infringe upon the music and/or lyrics of any musical compositions or other copyrightable material, and that the Compositions are not obscene or defamatory and do not in any way violate or infringe upon the rights of any third party.

(b) Each party does hereby indemnify, save and hold the other party, its affiliates, subsidiaries, licensees and assigns harmless from any and all liability, claims, demands, loss and damage (including reasonable counsel fees and court costs) resulting from any claim settled with both parties prior written consent or any adjudicated breach of any of the warranties, representations or agreements made in

this Agreement. Each party shall give the other party prompt written notice of any claim or action covered by the aforesaid indemnity.

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

10. The parties hereto shall execute any further documents including, without limitation, assignments of copyright, and do all acts necessary to fully effectuate the terms and provisions of this Agreement. Simultaneously with the execution hereof, and thereafter, from time to time with respect to the Compositions, Participant will execute and deliver to Company the requisite assignments of copyright and letters of direction to the relevant performing rights organization. Participant will deliver to Company copies of all agreements by which Participant acquired any of the Compositions, all copyright certificates and assignments of copyrights and all other documents pertaining to the Compositions.

11. Participant 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 to assign to Company an undivided fifty (50%) percent of its interest in the copyrights, and the exercise by Company of any and all rights granted to Company in this Agreement shall not violate or infringe upon any common law or statutory right of any person, firm or corporation, including without limitation, contractual rights, copyrights and rights of privacy. The rights granted herein and the copyrights in the Compositions are and will be free and clear of any claims, demands, liens or encumbrances.

13. If any clause, sentence, paragraph or part of this Agreement or the application thereof to any person, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this Agreement, which shall continue in full force and effect but such judgment shall be limited and confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person involved.

14. All notices hereunder required to be given to Company shall be sent to Company at its address first mentioned herein and all royalties, statements and payments and any and all notices to Participant shall be sent to Participant at Participant's address first mentioned herein, or such other address as each party respectively may hereafter designate by notice in writing to the other. All such notices shall be in writing and, except for royalty

statements, shall be sent by registered or certified mail, return receipt requested, and the day of mailing of any such notice shall be deemed the date of the giving thereof.

15. This Agreement is entered into in the State of New York and shall be construed in accordance with the laws of said state applicable to contracts to be wholly performed therein.

16. This writing sets forth the entire understanding between the parties with respect to the subject matter hereof, and no modification, amendment, waiver, termination or discharge of this Agreement shall be binding upon Company or Participant unless confirmed by a written instrument signed by an officer of Company and Participant. No waiver of any provision of or default under this Agreement shall affect the rights of Company or Participant thereafter.

17. No default or breach by either party hereto shall be deemed to be material unless the breaching or defaulting party has failed or refused to cure such breach or default within thirty (30) days following receipt of written notice thereof from the other party.

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

NEXT PLATEAU MUSIC INC.

Ed O'Loughlin

Eddie O'Loughlin

Turn out Brother music

~~SANITIZED~~

Herb AZORE

Herb Azore

b

Dated: May 15, 1986

NEXT PLATEAU RECORDS, INC.
1650 Broadway
New York, New York 10019

Gentlemen:

Reference is made to a certain agreement of even date herewith between you and NEXT PLATEAU RECORDS INC. (hereinafter called Producer) relating to my exclusive services as a recording artist ("said agreement").

In order to induce you to enter into said agreement and to pay a good valuable consideration therefor, I hereby agree as follows:

1. I hereby specifically guarantee the performance by Producer of all of the warranties and representations and covenants made in said agreement. I hereby make all of the warranties and representations made to you in said agreement, grant you all of the rights and remedies therein granted to you and agree to perform all of the obligations therein undertaken to be performed for you and undertake to be bound thereby as though I was a party to said agreement. I agree that you shall have the right in addition to any other remedies available to you at law or in equity or by reason of this agreement or said agreement to specifically enforce said agreement against me. No notice need be given to me of any modification or waiver of the provisions of said agreement for the purposes of your enforcing said agreement or this agreement against me.

2. Without limiting any of the rights granted to you in the said agreement, I hereby grant you the right to use and publish and to permit others to use and publish my name, likeness and all biographical material concerning me and to permit others to write and publish articles concerning me for advertising or trade purposes in connection with the sale and exploitation of my records.

3. I agree that I will look solely to Producer for the payment of all monies payable to me by reason of my rendering my services in accordance with said agreement, and I agree that you shall have no responsibility to me therefor whatsoever. No breach by Producer of any agreement or agreements which I may now or from time to time have with Producer shall be sufficient cause for my failure or refusal to fully perform for you in accordance with the said agreement and this agreement. Should any dispute

arise between me and Producer, you shall, upon notice by me, sent to you by registered mail, withhold the payment of all sums due and becoming due to Producer pursuant to said agreement pending a determination of such dispute. No failure on your part to make any payment to Producer by reason of such withholding shall be deemed to be a breach of said agreement. Should Producer fail or refuse to produce recordings by me for you pursuant to said agreement or if should cease to be entitled to my services for any reason during the term of said agreement, you shall have the right to designate the producers of such recordings who shall render their services at the expense of Producer, and I shall render my services with such producers directly for you.

4. I agree to fully render my performances for you and Producer in accordance with said agreement for so long as said agreement shall be in effect. I further agree that for so long as said agreement shall be in effect I will exclusively render my performances for you in connection with the production of phonograph records, and I will not perform in any capacity whatsoever (individually or as part of a group or otherwise) for any other person, firm or corporation for the purpose of making phonograph records.

5. In the event of the breach or threatened breach of any term hereof or of said agreement by me, I agree that you shall be entitled to injunctive relief in addition to any other rights or remedies available to you. It is agreed that my services for the purpose of recording phonograph records pursuant to said agreement and this agreement are of a special, unique and extraordinary character.

6. I warrant and represent that I have the right to enter into this agreement, and that I and Producer have the right to grant you all of the rights granted in said agreement and in this agreement, and that neither this agreement nor said agreement nor any performance of mine thereunder shall be in violation of the rights of any third party.

7. I agree to indemnify you and hold you harmless from and against any liability, loss, damage, cost or expense including reasonable legal fees paid or incurred by you by reason of any breach or threatened breach by me or Producer or failure of the covenants, representations or warranties contained herein or in said agreement.

8. You shall have the right to secure insurance with respect to me for your own benefit. In this connection, I agree to make myself available for physical examinations by a physician as and when reasonably requested to do so and to complete such questionnaires and other documents which you or any insurance carrier may from time to time require in connection with securing and maintaining such insurance.

9. The foregoing shall bind the undersigned individuals jointly and individually and wherever the first person singular is used it shall be deemed to be the first person plural, as well, to effectuate this intention.

If the foregoing is in accordance with your understanding, please sign below.

Very Truly Yours,

Cheryl James

Cheryl Renee James
076-6618-62 SS#

Sandra Denton

Sandra Denton
084-64-4565

ACCEPTED AND AGREED TO:

NEXT PLATEAU RECORDS, INC.

DATED: April 6, 1990

NEXT PLATEAU RECORDS, INC.
1650 BROADWAY, SUITE 1103
NEW YORK, NEW YORK 10019

Gentlemen:

Reference is made to a certain agreement dated May 15, 1986 between you and Herb Azor (hereinafter called Producer), relating to my exclusive services as a recording artist ("said agreement").

In order to induce you to enter into said agreement and pay a good and valuable consideration therefore, I hereby agree as follows:

1. I hereby specifically guarantee the performance by Producer of all of the warranties and representations and covenants made in said agreement. I hereby make all of the warranties and representations made to you in said agreement, grant you all of the rights and remedies therein undertaken to be performed for you and undertake to be bound thereby as though I was a party to said agreement. I agree that you shall have the right in addition to any other remedies available to you at law or in equity or by reason of this agreement or said agreement to specifically enforce said agreement against me. No notice need be given to me of any modification or waiver of the provisions of said agreement for the purposes of your enforcing said agreement or this agreement against me.

2. Without limiting any of the rights granted to you in the said agreement, I hereby grant you the right to use and publish and to permit others to use and publish my name, likeness and all biographical material concerning me and to permit others to write and publish articles concerning me for advertising or trade purposes in connection with the sale and exploitation of my records.

3. I agree that I will look solely to Producer for the payment of all monies payable to me by reason of my rendering my services in accordance with said agreement, and I agree that you shall have no responsibility to me therefore whatsoever. No breach by Producer of any agreement or agreements which I may now or from time to time have with Producer shall be sufficient cause for my failure or refusal to fully perform for you in accordance with the said agreement and this agreement. Should any dispute arise between me and Producer, you shall, upon notice by me, sent to you by registered mail, withhold the payment of all sums due and becoming due to Producer pursuant to said agreement pending a determination of such dispute. No failure on your part to make any payment to Producer by reason of such

withholding shall be deemed to be a breach of said agreement. Should Producer fail or refuse to produce recordings by me for you pursuant to said agreement, or if Producer should cease to be entitled to my services for any reason during the term of said agreement, you shall have the right to designate the producers of such recordings who shall render their services at the expense of Producer, and I shall render my services with such producers directly for you.

4. I agree to fully render my performances for you and Producer in accordance with said agreement for so long as said agreement shall be in effect. I further agree that for so long as said agreement shall be in effect I will exclusively render my performances for you in connection with the production of phonograph records, and I will not perform in any capacity whatsoever (individually or as part of a group or otherwise) for any other person, firm or corporation for the purpose of making phonograph records.

5. In the event of the breach or threatened breach of any term hereof or of said agreement by me, I agree that you shall be entitled to injunctive relief in addition to any other rights or remedies available to you. It is agreed that my services for the purposes of recording phonograph records pursuant to said agreement and this agreement are of a special, unique and extraordinary character.

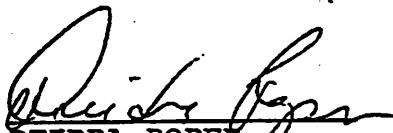
6. I warrant and represent that I have the right to enter into this agreement, and that I and Producer have the right to grant to you all of the rights granted in said agreement and in this agreement, and that neither this agreement nor said agreement nor any performance of mine thereunder shall be in violation of the rights of any third party.

7. I agree to indemnify you and hold you harmless from and against any liability, loss, damage, cost or expense including reasonable legal fees paid or incurred by you by reason of any breach or threatened breach by me or Producer or failure of the covenants, representations or warranties contained herein or in said agreement.

8. You shall have the right to secure insurance with respect to me for your own benefit. In this connection, I agree to make myself available for physical examinations by a physician as and when reasonably requested to do so and to complete such questionnaires and other documents which you or any insurance carrier may from time to time require in connection with securing and maintaining such insurance.

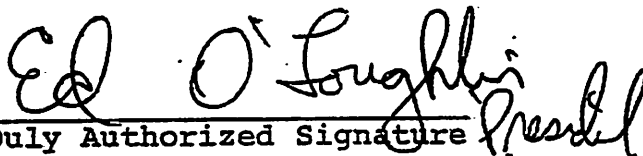
If the foregoing is in accordance with your understanding, please sign below.

Very truly yours,


DEIDRA ROPER
P/K/A SPINDERELLA

116-56-3216
SOCIAL SECURITY #

ACCEPTED AND AGREED:
NEXT PLATEAU RECORDS, INC.

By: 
Duly Authorized Signature

7-28-92

LETTER OF AGREEMENT


Herby Azor
Noise In The Attic Productions, Inc.
ATTN: Herby Azor
42-15 Crescent Street
Suite #503
Long Island City, NY 11101-4218

Dear Herby:

I acknowledge the existence of a contract entered into by and between London Records and Noise In The Attic Productions, Inc. (hereinafter The Agreement), whereby I will render performances on the next two Salt-N-Pepa albums and I am obligated to do so for the duration of The Agreement.

You have told me and I acknowledge that the Agreement consists of the Agreement and the assignment of the Next Plateau Records / Noise In The Attic Productions, Inc. agreement (hereinafter the Original Agreement), dated as of May 15, 1986, and that London stands in the shoes of Next Plateau pertaining to The Original Agreement, and furthermore I will render my services to London solely as an employee of Salt-N-Pepa as set forth in the inducement letter signed by and between Next Plateau Records and myself, dated April 6, 1990, and that the inducement letter is acknowledged as assigned to London. You and I also understand & acknowledge that London shall not have any rights to my services as a solo recording artist under The Agreement.

Sincerely Yours,

 7/28/92

Deidra Roper

cc: Lisa Rothblum	At Fax # (212) 333-8296
Carl Guthrie, Esq.	At Fax # (201) 733-2810
Ron Skoler, Esq.	At Fax # (212) 768-1044

JR/pcc

EXHIBIT C

TRANSMITTED FROM

Agreement made this 1st day of July, 1992, by and between London Records, a general partnership, at Worldwide Plaza, 825 Eighth Avenue, New York, New York 10019 ("London"), on the one hand, and Noise in the Attic Productions, Inc. at 42-15 Crescent Street, Suite 503, New York, New York 11101-4218 ("Producer"), and Cheryl James and Sandra Denton at c/o Idolmakers, 42-15 Crescent Street, Suite 503, New York, New York 11101-4218, collectively p/k/a "Salt-N-Pepa" (individually and collectively, "Artist"), on the other hand.

1. (a) The parties hereto acknowledge and agree that:

(i) Herb Azor and Hugh Azor, on the one hand, and Next Plateau Records, Inc. ("NP"), on the other hand, entered into a recording agreement (the "Recording Agreement") dated as of May 15, 1986, with respect to the exclusive recording services of Cheryl James and Sandra Denton, collectively p/k/a "Salt-N-Pepa";

(ii) Producer has represented to London that subsequent to the complete execution of the Recording Agreement, Deidre "Dee Dee" Roper ("Roper") became an employee of Producer, signed an Inducement Letter in favor of NP, and rendered her recording services together with Artist in connection with the second and third Albums under the Recording Agreement;

(iii) Producer warrants and represents to London that subsequent to the complete execution of the Recording Agreement, Herb Azor and Hugh Azor assigned their rights and obligations under the Recording Agreement to Producer; and

(iv) all of NP's rights and obligations under the Recording Agreement, as amended and in full force as of the date hereof, excluding any of NP's so-called "music publishing" rights and obligations thereunder pursuant to paragraph 10 of the Recording Agreement, have been assigned by NP to London by assignment (the "Assignment") of even date herewith.

(b) Producer and Artist hereby approve of the Assignment and hereby ratify and confirm the terms of the Recording Agreement, as the same is amended pursuant to the terms hereof, and agree to be bound to London respectively in the same manner and to the same extent as they were respectively bound to NP prior to the date of the Assignment. In addition, Producer shall furnish the services of Roper to London in the same manner, and to the same extent, as it is required to furnish the services of Artist to London pursuant to the Recording Agreement, as amended hereby, and Producer hereby warrants, represents and agrees that references to Artist shall hereinafter be deemed to include a reference to Roper,

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whether or not the particular reference expressly mentions Roper's name.

2. Notwithstanding and in lieu of anything to the contrary expressed or implied in the Recording Agreement including, without limitation, the terms of paragraphs 2, 3(a), 3(b) and 24(a) thereof, it is of the essence of this agreement that Producer hereby acknowledges, warrants, represents and agrees that:

(a) NP previously exercised its option to call for the delivery to NP of the fourth Album embodying the performances of Artist and Roper under the Recording Agreement, and Producer shall produce and deliver such fourth Album to London by no later than August 15, 1992. As used herein, the term "Album" shall have the same meaning as the meaning ascribed to an "LP" under the Recording Agreement, as such meaning is modified by the terms of paragraph 2(c) below.

(b) London hereby requests, and Producer hereby agrees, that Producer will produce and deliver to London, by no earlier than twelve (12) months and no later than eighteen (18) months following the date of delivery (the "Fourth Album Delivery Date") by Producer to London of the last recordings comprising the fourth Album, the fifth Album embodying the performances of Artist and Roper. Without limiting the generality of the foregoing, Producer shall not commence recording the Fifth Album prior to at least eight (8) months following the Fourth Album Delivery date.

(c) Notwithstanding anything to the contrary set forth in paragraph 1 of the Recording Agreement, each of the fourth and fifth Albums shall be comprised of at least ten (10) Sides.

(d) (i) The Term of the Recording Agreement is currently in full force and effect and shall continue until the date that is three (3) months following the date (the "Fifth Album Delivery Date") of delivery by Producer to London of the last recordings comprising the fifth Album and all items to be delivered in connection with such Album pursuant to the Recording Agreement, and any suspension of a "Contract Period" that is permissible under the Recording Agreement will be deemed permissible with respect to the remainder of the Term of the Recording Agreement.

(ii) Notwithstanding the foregoing, in no event shall Producer and/or Artist authorize the release by a third party of any Record embodying Artist's performances until a date that is at least ten (10) months following the Fifth Album Delivery Date.

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(e) (i) London shall send Producer written notice of the date which London deems to be the applicable delivery date of masters comprising each of the fourth and fifth Albums. If Producer disputes the date of such notice, Producer shall give notice in writing to London within thirty (30) days of London's notice to Producer. Producer's failure to so notify London shall be deemed Producer's acceptance of the date contained in London's notice with respect to the particular Album.

(ii) If Producer has not received any notice from London pursuant to paragraph 2(e)(i) above within twenty (20) days after the date Producer deems to be such applicable delivery date, then Producer shall notify London within ten (10) days after such twenty (20) day period of the date Producer deems the applicable delivery date. London shall have the right to object to such date within thirty (30) days after receipt of Producer's notice.

(iii) If either party objects to the date contained in the notice given by the other party, London and Producer shall mutually and in good faith agree in writing on the date to be deemed the delivery date. If the parties do not reach such agreement or if neither party gives notice of the delivery date of masters as provided above earlier than thirty (30) days prior to the date of initial release in the United States of such masters, then the delivery date of the Album concerned shall be deemed to be forty-five (45) days prior to such date of initial release.

3. Notwithstanding and in addition to any items Producer is obligated to deliver to London in connection with its delivery of recordings under the Recording Agreement, with respect to recordings comprising the fourth Album and the fifth Album:

(a) Producer shall deliver to London stereo mixed down tape masters of the original multi-track recordings which are of a quality reflecting then-current "state of the art" analog and/or digital recording techniques. Such stereo mixed down tape masters shall be commercially satisfactory for the production of lacquers and reference discs for phonograph record manufacturing, equalized tape transfers for cassette manufacturing, digital transfers for compact disc and digital cassette manufacturing, and such elements of future technology as may be utilized in the phonograph recording industry, it being understood and agreed that London shall provide Producer with any and all instructions regarding elements that are

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reasonably necessary for any such future technology to be utilized by London in connection with Records hereunder. Upon London's request, Producer shall re-record any Composition until a commercially satisfactory recording shall have been obtained. Producer shall edit, sequence, and leader multi-track master tapes for recordings hereunder, in parallel sequence to any two-track master tapes delivered hereunder, and shall further deliver same to London.

(b) Producer shall furnish London in writing with all information, consents and clearances required for the recording, manufacture and distribution of phonograph records including, without limitation, so-called master use and mechanical "sampling" licenses, the label copy (including song titles and any subtitles), names of composers and lyricists, complete publisher line, music performing rights organizations (BMI, ASCAP, etc.), timings, any credits to arrangers or accompanists, names of engineers, list of musicians with instruments played, list of all vocalists (and whether the vocalist is a featured or background vocalist), exact recording date(s), studio location(s), album liner credits, and any information reasonably required to be submitted to unions, guilds or other third parties.

(c) Artist's performances shall be reasonably consistent in concept and style and recordings comprising the fourth and fifth Albums will be similar in general artistic concept and style to recordings previously delivered under the Recording Agreement. Producer further agrees that neither "live" performances nor multiple LP Albums, or joint recordings with other royalty-receiving artists, or instrumental recordings or recordings which were not made in compliance with the provisions of this agreement shall be recorded without London's prior written consent, it being understood and agreed that no portion of this paragraph 4(c) shall be deemed to limit or otherwise modify Producer's express obligation to furnish the services of Roper together with Artist in connection with Records (expressly including the fourth and fifth Albums) or otherwise under the Recording Agreement.

4. (a) (i) London shall have the exclusive right to publicly perform and otherwise to utilize Artist's performances in connection with audio-visual recordings for promotional and commercial purposes, including without limitation, release on Audio-Visual Devices and/or CD/Videos, as defined below. Artist shall perform for said recordings upon London's request, provided that Artist shall not be required to perform for the recording of audio-visual recordings greater in playing time than the playing

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time of the particular sound recording(s) concerned. Subject to Artist's prior reasonable professional commitments, Artist shall be available from time to time at London's request to perform for the purpose of recording for promotional purposes by means of film, videotape, or other audio-visual media performances of Compositions embodied on recordings subject to the Recording Agreement.

(ii) "Audio-Visual Devices" shall mean all forms of reproductions of audio-visual recordings, excluding CD/Video, now or hereafter known, manufactured or distributed primarily for home and/or juke box use and/or use on or in means of transportation, and "CD/Video" shall mean a phonograph record in laser-read compact disc form embodying audio-visual recordings, which may, without limitation, include additional audio-only Sides.

(iii) Without limiting the generality of the foregoing:

(A) London shall produce at least two (2) "short-form" audio-visual recordings with respect to each of the fourth and fifth Albums. Producer shall have the right to reasonably approve London's selection of the production company to be engaged in connection with any particular audio-visual recording, it being understood that London shall have the right to reasonably approve the concept, script and storyboard for such video.

(B) During the Term of the Recording Agreement, the members of Artist may perform in theatrical and/or television motion pictures and in other television productions, provided that such performances are substantially non-musical and that the agreement pursuant to which such performances are rendered expressly prohibits the release by any person of Audio-Visual Devices or CD/Videos (other than Audio-Visual Devices and CD/Videos or any similar format now known or hereafter created embodying substantially the entire motion picture or television production) or so-called soundtrack Records embodying such motion picture or television performances of the members of Artist.

(b) Artist's compensation in connection with Artist's rendering performances for audio-visual recordings hereunder shall be limited to the applicable royalties set forth in paragraph 6(c)(ii) below (which shall be payable to Producer and, if payable to Artist, paid by Producer) and any minimum amounts required to be paid for such performances pursuant to any collective bargaining agreements pertaining thereto, provided, however, that Artist

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hereby waives any right to receive such compensation to the extent that such right may be waived in connection with any applicable collective bargaining agreement.

(c) Reference is made to, and the parties hereto ratify and confirm the terms of, the letter dated August 26, 1987 which provides that fifty percent (50%) of costs of video productions produced pursuant to the Recording Agreement shall be recoupable from Record royalties (excluding mechanical royalties). It is understood and agreed that if any video production costs are recouped from audio-only royalties and London subsequently derives video income with respect to audio-visual recordings under the Recording Agreement, then London shall utilize the video royalties otherwise payable to Producer to recoup video costs, and the amount of such video costs so recouped from video royalties will be recredited to Producer's audio royalty account.

(d) (i) In the event, during the Term hereof, Producer desires to enter into an agreement with any other third person or entity ("Person") pertaining to any and all forms of so-called "tour" merchandising rights (hereinafter referred to as "Additional Merchandising Rights") of the names, biographical material and likenesses described in the Recording Agreement which have not been expressly granted to London therein, then London shall have the Matching Right, as defined in paragraph 4(d)(ii) below, with respect to the acquisition of such Additional Merchandising Rights.

(ii) "Matching Right" as used herein shall mean that no Person other than London will be authorized to exercise such Additional Merchandising Rights unless and until: (A) Producer has notified London of all material terms and conditions of the proposed agreement pursuant to which any such Additional Merchandising Rights are to be granted, and the identities of all proposed parties to such agreement, and has provided London with a writing containing such material terms and conditions signed by the proposed third party; and (B) Producer offers to enter into an agreement with London containing the same terms and conditions described in such notice. If London does not accept such offer within twenty (20) business days after its receipt thereof, Producer may then enter into such proposed agreement with the same parties mentioned in Producer's said notice, provided that such agreement is consummated with said parties within fifteen (15) days after the twenty (20) day period after receipt of Producer's notice and upon the same terms and conditions set forth in said notice and

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offer to London. If such agreement is not so consummated, no Person other than London will be authorized to exercise such Additional Merchandising Rights unless Producer again offers to London a Matching Right as provided in this paragraph. London shall not be required, as a condition to accepting any such offer made pursuant to this paragraph, to agree to any terms or conditions which cannot be fulfilled by anyone else as readily as such proposed third parties (such as, by way of example only, an agreement conditioned upon the services of an individual exclusively under the control of such proposed third parties).

5. (a) (i) The terms of Paragraph 8 of the Recording Agreement, insofar as they relate to the fourth and/or fifth Albums, are hereby deleted in their entirety and replaced with the terms of paragraph 5(a)(ii) below.

(ii) With respect to the fourth and the fifth Album, London shall pay Producer the following advances to be charged against and be recoupable from royalties (excluding mechanical royalties) accruing to Producer's account under the Recording Agreement:

(A) With respect to the fourth Album, the sum of Two Million Dollars (\$2,000,000), payable One Million Five Hundred Thousand Dollars (\$1,500,000) upon complete execution of this agreement, and Five Hundred Thousand Dollars (\$500,000) upon delivery of such Album.

(B) With respect to the fifth Album, London shall pay an advance, regardless of whether Producer's account is in a recouped or unrecouped position, equal to One Million Dollars (\$1,000,000), payable Five Hundred Thousand Dollars (\$500,000) upon London's receipt of Producer's notice of commencement of recording the fifth Album, and the balance upon the Fifth Album Delivery Date.

(b) (i) Any monies paid to Producer during the Term or at Producer's direction, other than royalties paid pursuant to this agreement, shall be deemed advances. Provided London consults with Producer prior thereto, any monies other than royalties paid by London on Producer's behalf shall be deemed advances. Notwithstanding the foregoing, London shall not be obligated to consult with Producer prior to making any payments required to be paid by London pursuant to the terms of union agreements or legal or other obligations in connection herewith, and such payments shall be deemed advances to be charged against and be recoupable

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from royalties (excluding mechanical royalties) accruing to Producer's account under the Recording Agreement.

(ii) Fifty percent (50%) of any and all costs of independent (i.e. entities outside the PolyGram group of companies) promotion incurred by London or its licensees with respect to Records subject to the Recording Agreement shall be deemed advances provided, however, that: (A) London shall consult with Producer with respect to any independent promotion expenditures; (B) no portion of any expenditures in excess of Eighty Thousand Dollars (\$80,000) in the aggregate with respect to any Single shall be deemed an advance if Producer does not approve of such excess expenditure(s) being incurred, such approval not to be unreasonably withheld; and (C) no portion of any expenditures incurred by London or its licensees with respect to independent promotion outside the United States shall be deemed to constitute a recoupable advance.

6. (a) Notwithstanding and in lieu of anything to the contrary expressed or implied in the Recording Agreement, with respect to sales after the date hereof of Records subject to the Recording Agreement (including Records delivered prior to the date hereof), it being understood that London shall account to Producer for any and all sales and exploitations after January 1, 1992 of Records under the Recording Agreement:

(i) Royalties shall be payable on one hundred percent (100%) of net sales only, which shall mean sales of Records, paid for, less returns and credits. Net sales shall specifically exclude the following:

(A) (1) Records given away gratis or sold for fifty percent (50%) or less of the Gross Price (as hereinafter defined); Records distributed for publicity, advertising or promotional purposes to disc jockeys, radio or television stations, publishers, distributors, dealers, consumers, or others and Records sold as cutouts, surplus or for scrap.

(2) Free or bonus Records given away together with Records sold for monetary consideration (sometimes referred to as "free goods"). The number of Records automatically deemed not sold for royalty purposes under this paragraph 6(a)(i)(A)(2) shall not exceed London's standard discount limitation in effect at the time of shipment of the particular Records, which as of the date of this agreement London represents is for Singles and Disco Singles, 23.08% of the gross total distributed and, for Albums, 15% of the gross total distributed.

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(3) Free or bonus Records given away pursuant to special sales plans in addition to free goods. Notwithstanding the foregoing, special sales plans for top-line Albums sold in the United States shall not, without Producer's prior consent, exceed an additional ten percent (10%) of the gross total distributed, provided however, that if such special sales plans do exceed ten percent (10%), Producer will be paid Producer's normal royalty on all Albums distributed through such plans in excess of such ten percent (10%).

(4) To the extent that Records hereunder are sold subject to a sales plan entailing a selling price for such Records reduced by a percentage discount from London's or its licensee's "Gross Price" (i.e., the selling price to distributors before any discounts or free goods or bonus plans), the number of such Records deemed to be Net Sales shall be determined by reducing the number of Records actually sold by the percentage of discount granted applicable to such sale.

(B) Without limitation of the generality of paragraph 6(a)(i)(A) above, London shall have the right to deduct from the number of Records sold returns and credits of any nature, including without limitation: (i) those on account of any return or exchange privilege; (ii) defective merchandise; and (iii) errors in billing or shipment, provided that returns shall be pro-rated between royalty-bearing and non-royalty bearing Records on the assumption that such Records were shipped pursuant to London's standard basic sales plan as described in subparagraph 6(a)(i)(A)(2) above.

(C) Without limiting the generality of this paragraph 6(a)(i), London shall not apply sales and pricing policies with respect to Records subject to the Recording Agreement in a manner designed to discriminate against such Records as compared to other Records owned and controlled by London.

(ii) Paragraph 6(f) of the Recording Agreement shall hereby be deemed to provide for a royalty for mid-price records at a rate that is three-quarters (3/4) of the otherwise applicable royalty rate and shall be computed based on the particular Royalty Base of the applicable Record. Mid-price records shall mean Albums sold in the United States at a Base Price that is less than eighty percent (80%) but more than seventy percent (70%) of the Base Price in the United States; as used in the Recording Agreement with respect to Records sold after the date hereof, budget records shall mean Albums sold in a particular

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country of the Territory outside the United States at a Base Price which is eighty percent (80%) or less of the Base Price in such country of the Territory for top pop single LP Albums; and Albums sold in the United States at a Base Price which is seventy percent (70%) or less of the Base Price in the United States for top "pop" single LP Albums.

(iii) (A) Notwithstanding anything to the contrary expressed or implied in paragraph 6(1) of the Recording Agreement, if London or any of its affiliated licensees in a particular country outside the United States and Canada utilize television and/or radio advertising in conjunction with a substantial television campaign to promote its sales of Records derived from recordings under the Recording Agreement, then the royalty to be accrued hereunder with respect to net sales of such Records sold by London or the particular affiliated licensee in such country during the semi-annual accounting period in which the first such advertisement is broadcast through the end of the semi-annual accounting period in which the last such advertisement is broadcast, shall be fifty percent (50%) of the otherwise applicable basic U.S. Single or Album royalty rate or the basic ex-U.S. royalty rate. For purposes of this paragraph, any sales escalations provided for with respect to such basic rates shall not apply.

(B) Notwithstanding anything to the contrary expressed or implied in paragraph 6(a)(iii)(A) above, if the aggregate amount of money not accrued to Publisher's account because of the royalty reduction permitted pursuant to the terms of paragraph 6(a)(iii)(A) above equals seventy-five percent (75%) of PRI's or its affiliated licensee's expenditures with respect to a television campaign, then the terms of paragraph 6(a)(iii)(A) shall be of no force and effect with respect to net sales of Records sold thereafter by PRI or its affiliated licensee.

(b) Notwithstanding and in lieu of anything to the contrary expressed or implied in the Recording Agreement, solely with respect to sales of Records derived from the recordings comprising the fourth or fifth Album:

(i) Notwithstanding the terms of paragraph 6(e) of the Recording Agreement, the container charge will be deemed to be ten percent (10%) of the Retail List Price for a single fold disc Album in a standard sleeve with no inserts, a Disco Single or for a disc Single; fifteen percent (15%) of the Retail List Price for a disc Album in a double fold jacket or non-standard sleeve or

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jacket or with inserts; twenty percent (20%) of the Retail List Price for a pre-recorded analog tape and twenty-five percent (25%) of the Base Price for compact discs or for any other Record (excluding Audio-Visual Devices and CD/Video) other than as expressly provided for in this paragraph 6(b)(i).

(ii) Notwithstanding the terms of the letter agreement dated May 15, 1986 between NP and Producer:

(A) With respect to such Records sold in the form of compact discs (but expressly excluding CD/Videos), the royalty rate shall be eighty-seven and one-half percent (87-1/2%) of the otherwise applicable Singles, Disco Singles or Album royalty rate, computed on the particular Base Price of the applicable compact disc, as defined below; and

(B) With respect to Records (collectively, "DCC") sold in the form of digital audio tape including, but not limited to digital compact cassette, with respect to sales prior to July 1, 1995, the royalty rate shall be ninety percent (90%) of the compact disc royalty rate set forth in paragraph 6(a)(ii)(A) above, computed on the particular Base Price of the applicable Record sold in the form of DCC; with respect to sales thereafter, the royalty rate shall be one hundred percent (100%) of such compact disc royalty rate, computed on the particular Base Price of the applicable Record sold in the form of DCC.

(iii) (A) The initial release in the United States of each of the fourth and fifth Albums shall be on a label designated by London as a label for top artists of comparable style. In addition, with respect to such initial release in the United States of such Albums, London will print Producer's logo or other trade symbol designated by Producer (the "Symbol") on the packaging of such Records, it being understood and agreed that: (1) the size and placement of the Symbol shall be determined by London in its sole discretion; (2) if London fails to so include such Symbol, its sole obligation to Producer shall be to rectify the failure in materials prepared after London's receipt of notice of such failure from Producer; (3) if artwork embodying such logo or Symbol is not properly and timely delivered to London together with the applicable Album in accordance with the provisions of paragraph 2 above, London shall have no obligation at all to utilize such logo or Symbol; (4) the Symbol, whenever used by London or its licensees, shall be subject to all of Producer's warranties, representations and indemnities set forth in the Recording Agreement and herein; (5) the registration and maintenance of the

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Symbol shall be Producer's sole responsibility, and at Producer's sole expense;; and (6) Producer shall cooperate with London if London deems it advisable for London and/or its licensees to become a "registered user" of the Symbol, and Producer shall execute any documents necessary to evidence the foregoing. London may refrain from using the Symbol at any time if, in its sole judgment, such use might violate any law or the rights of any Person.

(B) Provided that Producer has fulfilled all of Producer's obligations under the Recording Agreement, and the recordings for the Album concerned are delivered within the time periods set forth paragraph 2 above, if London does not release either the fourth or fifth Album in the United States on or before ninety (90) days following the date of delivery to London of such Album, then Producer may, within sixty (60) days following the expiration of such ninety (90) day period, give London notice of such failure so to release such Album. London shall either cure such failure within sixty (60) days after London's receipt of such notice, or Producer shall have the right by written notice to London within thirty (30) days following the expiration of such sixty (60) day period to terminate the Term of the Recording Agreement. In the event of such termination, the parties shall be deemed to have fulfilled all of their obligations hereunder except for those obligations which survive the end of the Term, such as warranties, re-recording restrictions, and the obligation to pay royalties, if payable, and such termination shall be Producer's sole remedy for London's failure to release Records derived from the said recordings. If Producer fails to give London either of the notices specified in this paragraph, Producer's right to terminate shall lapse. The running of each of the aforementioned sixty (60) and ninety (90) day periods will be suspended for the period of any suspension of the Term of the Recording Agreement. For purposes of computing said periods, the months of October, November and December shall not be counted.

(C) Provided that Producer has fulfilled all of Producer's obligations under the Recording Agreement and the recordings for the Album concerned are delivered within the time periods set forth in paragraph 2 above, if London does not release the fourth or fifth Album within one hundred twenty (120) days following the date of the initial United States release of the applicable Album in the territories of the United Kingdom, Germany, Benelux, Italy, France, Australia and Japan (the "Release Territories"), then Producer may give London notice, within sixty (60) days following the expiration of such one hundred twenty (120) day period, of such failure so to release such Record in a

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particular Release Territory, and London shall have a period of sixty (60) days following the date of such notice to cure such failure. If London does not cure such failure within said sixty (60) day period, Producer will have the option, which may be exercised by giving London written notice within thirty (30) days following the end of such sixty (60) day period, to require London to enter into an agreement with a licensee designated by Producer, which licensee is actually engaged in the business of manufacturing and distributing Records in the Release Territories, authorizing such licensee to manufacture and distribute Records derived from the recordings not released in accordance with this paragraph 6(b)(iii)(C) in the applicable Release Territory in which such Records were not released. Producer's sole remedy for London's failure to release an Album in the applicable Release Territory(ies) pursuant to this paragraph 6(b)(iii)(C) shall be the exercise of Producer's option hereunder. If Producer fails to give London either of the notices specified in this paragraph 6(b)(iii)(C), Producer's rights under this paragraph 6(b)(iii)(C) will lapse. Fifty percent (50%) of all revenues actually received by London under such licenses will be credited to Producer's royalty account under this agreement. Each such license agreement will provide for such compensation for the license as Producer negotiates with the licensee, and will contain such other provisions as London shall require, including but not limited to the following:

(1) The licensee will be required to deliver to London all consents required by London, including the consent of the Artist, and all agreements which London may require for any third party to look to the licensee, and not to London, for the fulfillment of any obligations arising in connection with the manufacture or distribution of Records under the license. The licensee will also become a first party to the Phonograph Record Manufacturers' Special Payments Fund Agreement with the American Federation of Musicians, or any successor agreement then in effect. The license agreement will not become effective until the licensee has complied with all the provisions of this subparagraph 6(b)(iii)(C)(1).

(2) The licensee will make all payments required in connection with the manufacture, sale or distribution, by parties other than London, in the applicable Release Territory of Records made from those recordings after the effective date of the license, including, without limitation, all royalties and other payments to performing artists, producers, owners of copyrights in musical compositions, the Music Performance Trust Fund and Special Payments Fund, and any other unions and union funds, and will authorize the applicable Fund Administrator's designated agent to audit Producer's books and records with respect

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to the sale and/or distribution of such Records. The licensee will comply with all applicable rules and regulations covering any use of the Master Recordings by the licensee.

(3) No warranty or representation will be made by London in connection with the applicable recordings, the license, or otherwise. Producer and the licensee will indemnify and hold harmless London and its licensees against all claims, damages, liabilities, costs, and expenses, including reasonable counsel fees, arising out of any use of the recordings or exercise of such rights by the licensee.

(4) London will instruct its licensees in the applicable Release Territory not to manufacture Records derived from the recordings licensed to the licensee. If the licensee notifies London of such manufacture London will instruct its licensees to discontinue it, but neither London nor its licensees shall have any liability by reason of such manufacture occurring before London's receipt of such notice, and London shall have no liability by reason of such manufacture at any time.

(5) Each Record made under the license will bear a sound recording copyright notice identical to the notice used by London for initial United States release of the Master Recordings concerned, or such other notice as London shall require, but those Records will not otherwise be identified directly or indirectly with London.

(6) London shall have the right to examine the books and records of the licensee and all others authorized by the license to manufacture or distribute Records under the license, for the purpose of verifying the accuracy of the accountings rendered to London by the licensee.

(7) The licensee will not have the right to authorize any other party to exercise any rights without London's prior written consent.

(8) London and its licensees will have the continuing right at all times to manufacture and sell recompilation Albums which may contain the recordings. A recompilation Album is an Album, such as a "Greatest Hits" or "Best Of" Album, containing recordings previously released in different Album combinations.

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The running of each of the one hundred twenty (120) and sixty (60) day periods described in paragraph 6.01(b)(iii)(C) above will be suspended for the period of any suspension of the Term of the Recording Agreement. For purposes of computing said periods, the months of October, November and December shall not be counted.

(D) (1) London will not, without Producer's prior consent which shall not be unreasonably withheld, release as a budget record either the fourth or fifth Album in the United States until two (2) years after the initial release of such Album provided, however, that if any such budget Record is so released by London during such two (2) year period and London accrues to Producer's account hereunder the so-called "top-line" basic U.S. royalty rate set forth in paragraph 6(c)(i)(A)(3) below, then London shall not be deemed to have breached the terms of this subparagraph.

(2) London will not, without Producer's prior consent which shall not be unreasonably withheld, release as a mid-price Record either the fourth or fifth Album in the United States until eighteen (18) months after the initial release of such Album provided, however, that if any such mid-price Record is so released by London during such eighteen (18) month period and London accrues to Producer's account hereunder the so-called "top-line" basic U.S. royalty rate set forth in paragraph 6(c)(i)(A)(3), then London shall not be deemed to have breached the terms of this subparagraph.

(E) London shall not sell any Records subject to the Recording Agreement as "cut-outs" in the United States for a period of eighteen (18) months from the date of initial United States release of the particular Record(s).

(F) The provisions of this paragraph 6(b)(iii) shall not apply if Producer has not fulfilled Producer's delivery obligations with respect to any recordings comprising the fourth or fifth Album, as applicable, within thirty (30) days following the last day on which delivery would be deemed timely pursuant to paragraph 2 above, or any of Producer's other obligations under the Recording Agreement.

(c) Notwithstanding and in lieu of anything to the contrary expressed or implied in the Recording Agreement, London shall accrue royalties to Producer's account in accordance with the terms of paragraph 7 of the Recording Agreement (as the same is

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amended by the terms of paragraph 6(e)(ii) below) at the following rates with respect to a particular Record:

(i) Records derived from 4th and 5th Albums:

(A) (1) U.S. Singles: 10% of Royalty Base.

(2) U.S. Disco Singles: 12% of Royalty Base, escalating prospectively to 13% after sales of 500,000 units of such Disco Single.

(3) U.S. Albums: 17% of Royalty Base, escalating prospectively to 18% after sales of 1 million units of such Album, and to 19% after sales of 2 million units of such Album.

(B) (1) Ex-U.S. Singles: 10% of Royalty Base.

(2) Ex-U.S. Disco Singles: 12% of Royalty Base.

(3) Ex-U.S. Albums: 12-1/2% of Royalty Base, except for sales in Canada, where the royalty shall be 85% of U.S. basic Album rate, without regard to sales escalations.

(ii) (A) (1) "Top-line" - priced Audio-Visual Devices (excluding CD/Videos) sold by London in the United States: 15% of the applicable Royalty Base.

(2) "Top-line" - priced Audio-Visual Devices (excluding CD/Videos) sold by London and/or its affiliates outside of the United States: 10% of the applicable Royalty Base.

(B) (1) Audio-visual Devices (excluding CD/Videos) sold by London in the United States at a price which is less than a "top-line" price, fifteen percent (15%) of the applicable Royalty Base multiplied by a fraction, the numerator of which is the suggested retail list price that equates to the

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applicable Base Price and the denominator of which is Nineteen Dollars and Ninety-Five Cents (\$19.95).

(2) Audio-Visual Devices (excluding CD/Videos) sold outside the United States at a price which is customarily considered to be "mid-price" in the country concerned: seventy percent (70%) of the otherwise applicable royalty rate, computed based on the particular Royalty Base of each such Audio-Visual Device.

(3) Audio-Visual Devices (excluding CD/Videos) sold outside the United States at a price which is customarily considered to be "budget" in the country concerned: sixty percent (60%) of the otherwise applicable royalty rate, computed based on the particular Royalty Base of each such Audio-Visual Device.

(C) (1) Records sold by London for distribution in the United States in the form of CD/Videos: 10% of the applicable Royalty Base.

(2) Records sold by London and/or its affiliates for distribution outside the United States in the form of CD/Videos: 8% of the applicable Royalty Base.

(3) Budget CD/Videos (i.e. CD/Videos sold in the U.S. at 60% or less of the top-line U.S. CD/Video price, and CD/Videos sold outside the U.S. at 80% or less of the top-line price in the particular country): 1/2 otherwise applicable rate, computed on the particular Royalty Base of each such CD/Video.

(d) As used in this paragraph 6:

(i) "Royalty Base" shall mean the Base Price less all excise, sales and similar taxes, and less the applicable container charges, if any.

(ii) "Base Price" shall mean:

(A) With respect to Records other than compact discs, DCC's, Audio-Visual Devices and CD/Videos, the "Retail List Price," defined as London's suggested retail list price (or the equivalent price category) in the United States for Records sold in the United States, and, with respect to Records sold outside the United States, an equivalent of or substitute for

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an actual or hypothetical retail price ("Retail-related Base") as may be established by London or its licensee(s) in conformity with the general practice of the Record industry in such country, or otherwise, provided that London may but shall not be obligated to utilize the price adopted by the local mechanical copyright collection agency as the basis for the collection of mechanical copyright royalties, it being understood and agreed, however, that if London utilizes such price, it shall utilize the packaging deductions provided for in the Recording Agreement in lieu of any packaging deductions utilized by the particular local mechanical copyright collection agency. Notwithstanding anything to the contrary expressed or implied in the preceding sentence, it is understood and agreed that if a Retail-related Base cannot be established in a particular country, the Base Price shall be that amount equal to the lowest wholesale price payable by the largest category of London's customers in the normal course of business with respect to such Records sold for distribution during the applicable semi-annual accounting period, multiplied by one hundred twenty-six percent (126%), provided however, that if a published price to dealers ("ppd") exists in the applicable country of sale then London may apply the ppd in lieu of the lowest wholesale price.

(B) (i) With respect to Records in the form of Audio-Visual Devices (excluding CD/Videos), the Base Price is the lowest wholesale price payable by the largest category of London's or its licensees customers in the normal course of business with respect to such Records sold for distribution during the applicable semi-annual accounting period, provided however, that if a published price to dealers ("ppd") exists in the applicable country of sale then London may apply the ppd in lieu of the lowest wholesale price.

(ii) "Top-line" Audio-Visual Devices (excluding CD/Videos): a price line with a wholesale price that equates to a suggested retail list price of \$19.95 or more or, outside the United States, the customary top-line price in the applicable country.

(C) With respect to Records in the form of CD/Video the Base Price shall be the lowest wholesale price payable by the largest category of London's or its licensees customers in the normal course of business with respect to such Records sold for distribution during the applicable semi-annual accounting period, less thirty-five percent (35%) of such lowest wholesale price, provided however, that if a published price to dealers ("ppd")

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exists in the applicable country of sale then London may apply the ppd in lieu of the lowest wholesale price. No container charge or automatic free goods referred to in paragraph 6(a)(i)(A)(2) above shall apply in respect of CD/Videos.

(D) With respect to Records in the form of compact discs and DCC's sold for distribution in the United States, the Base Price shall be that amount equal to the lesser of (i) the suggested retail list price in the United States for Records in the form of compact discs or DCC's, provided such suggested retail list price exists, or (ii) the lowest wholesale price payable by the largest category of London's customers in the normal course of business with respect to compact discs or DCC's embodying such Records sold for distribution during the applicable semi-annual accounting period, multiplied by one hundred and thirty percent (130%). With respect to compact discs or DCC's sold for distribution outside the United States, the Base Price shall be that amount equal to the lesser of (i) the suggested retail list price in the applicable country for Records in the form of compact discs or DCC's, provided such suggested retail list price exists, or (ii) the lowest wholesale price payable by the largest category of London's customers in the normal course of business with respect to compact discs or DCC's embodying such Records sold for distribution during the applicable semi-annual accounting period, multiplied by one hundred twenty-six percent (126%), provided however, that if a published price to dealers ("ppd") exists in the applicable country of sale then London may apply the ppd in lieu of the lowest wholesale price.

(e) Notwithstanding and in lieu of anything to the contrary expressed or implied herein and/or in the Recording Agreement, with respect to London's accountings and payments of royalties to Producer after the date hereof:

(i) It is understood and agreed that with respect to any and all royalties payable to Producer pursuant to the Recording Agreement (as modified hereby), London may at any time and from time to time change the method by which it computes royalties in the United States from a retail basis to some other basis (the "New Basis"), such as, without limitation, a wholesale basis. The New Basis will replace the then-current Royalty Base and the royalty rates shall be adjusted to the appropriate royalty which would be applied to the New Basis so that the dollars-and-cents royalty amounts payable with respect to the top-line product through normal retail channels as of the date of such change would be the same as that which was payable immediately

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prior to such New Basis; for sales other than top-line product, for which there is a New Basis, the adjusted royalty rate shall be reduced in the ratio of the royalty rate for such sales to the royalty rates for sales of top-line product. If there are other adjustments made by London that would otherwise make the New Basis more favorable (a particular example of which might be the distribution of smaller quantities of free goods than theretofore distributed) then the benefits of such other adjustments will be taken into consideration in adjusting the royalty rate. London shall endeavor to notify Producer of any changes it makes pursuant to this paragraph 6(e)(i), provided that any failure to so notify Producer shall not be deemed a breach hereof.

(ii) (A) Accountings as to royalties accruing or which otherwise would have accrued hereunder shall be made by London to Producer on or before September 30th (in lieu of September 1) for the period ending the preceding June 30th, and on or before March 31st for the period ending the preceding December 31st (in lieu of March 1) or such other accounting periods as London may in general adopt, but in no case less frequently than semi-annually, together with payment of accrued royalties, if any, earned by Producer during such preceding half-year, less Advances or other recoupable and/or deductible amounts hereunder.

(B) Producer shall have three (3) years from the date rendered to object to any royalty statement, rather than two (2) years as set forth in paragraph 7 of the Recording Agreement, it being understood and agreed that royalty statements will be deemed conclusively to have been rendered on the due date unless Producer notifies London otherwise within thirty (30) days after such due date. In addition, if any audit conducted by Producer pursuant to paragraph 7 of the Recording Agreement reveals a discrepancy of ten percent (10%) or more between the amounts accrued to Producer and the amounts that London should have accrued to Producer during the applicable audit period, then London shall reimburse Producer for all actual out-of-pocket costs of such audit, provided that London is given an opportunity to verify the discrepancy.

(iii) With respect to sales after January 1, 1992, London shall have the right to hold reasonable Record royalty reserves during each semi-annual accounting period under the Recording Agreement, not to exceed either thirty-five percent (35%) with respect to aggregate sales of a particular Album or CD/Video during the accounting period in which the initial release of the applicable Record occurs and during each of the next four (4)

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accounting periods, or twenty-five percent (25%) with respect to such Album or CD/Video thereafter, and each such royalty reserve will be liquidated one-half (1/2) at the end of the second full semi-annual accounting period following the period during which such reserve is initially established and the remainder by no later than the fourth full semi-annual accounting period following the period during which such reserve is initially established. Mechanical royalty reserves maintained by London against anticipated returns and credits shall not be held in amounts greater than London is holding with respect to mechanical royalties payable to the Harry Fox Agency and shall not be held for an unreasonable amount of time; retention of a reserve for two (2) years after it is established shall not be considered unreasonable in any case. Producer's right to audit London's books and records as the same relate to copyright royalties for Controlled Compositions, as defined below, shall be subject to the same terms and conditions as Producer's audit rights with respect to Record royalties, as set forth in the Recording Agreement. It is understood and agreed that NP shall transfer to London, for retention in Producer's royalty account hereunder, any and all reserves held by NP for sales prior to June 30, 1992; to the extent not reduced for returns, (A) any and all reserves that are transferred by NP to London with respect to sales prior to January 1, 1992 shall be liquidated at the end of the semi-annual accounting period ending June 30, 1993, and (B) any and all reserves with respect to sales between January 2, 1992 and June 30, 1992 shall be liquidated in accordance with the terms of this paragraph 6(e)(iii).

7. No advances or other payments shall be made pursuant to this agreement until Producer has completed Internal Revenue Service Form W-9.

8. (a) Each Controlled Composition (i.e. any Composition wholly or partly written, composed, owned or controlled directly or indirectly by Producer and/or any member of Artist, which for purposes of this paragraph shall not be deemed to include Roper) contained on the fourth and fifth Album, shall be and hereby is licensed to London in the United States and Canada at a copyright royalty rate equal to the Statutory Rate (i.e. the statutory compulsory license rate applicable to a Composition under the copyright laws of the United States and, with respect to Records sold in Canada, the prevailing rate agreed upon by the Canadian recording industry and the Canadian music publishing industry or its mechanical collection representative which is applicable to the reproduction of musical compositions, provided however, in no event

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shall the Canadian Statutory Rate be greater than the United States Rate) prevailing at the time of the earlier of the date of actual delivery, or the last date on which delivery would be timely, of the recording embodying such Controlled Composition, subject to the provisions of this paragraph 8. With respect to Budget Records or Records sold through Record clubs, the copyright royalty rate with respect to Controlled Compositions shall be three-fourths (3/4) of the rate set forth in the preceding sentence.

Notwithstanding the foregoing, if any Record embodies more than one (1) recording of a particular Controlled Composition, then London shall only be obligated to pay the copyright royalty rate(s) referred to in this paragraph with respect to two (2) such recordings.

(b) (i) Copyright royalties with respect to Controlled Compositions shall not be payable with respect to Records otherwise not royalty-bearing hereunder, or with respect to Compositions which are in the public domain or are arranged versions of Compositions in the public domain or for non-musical material.

(ii) Arranged versions of Compositions in the public domain shall be free of copyright royalties if arranged by any of the individuals described in the definition of Controlled Compositions set forth above unless such arranged version varies substantially from the original work, in which case such arranged version shall be licensed to London at a copyright royalty rate equal to the applicable rate in paragraph 8(a) above apportioned according to the same ratio used by ASCAP or BMI in determining performance credits. London will not be required to pay mechanical royalties in connection with such arranged version unless Producer furnishes to London, by no later than the date of delivery of the recording embodying such arranged version, documentation satisfactory to London of the ratio so used by ASCAP or BMI.

(c) Producer hereby licenses to London each Controlled Composition embodied in any Audio-Visual Recording for such Recording and uses thereof without payment.

(d) Any assignment made of the ownership or copyright in any Controlled Composition shall be made subject to the provisions of this paragraph 8. Notwithstanding anything to the contrary contained herein, Producer warrants, represents, and agrees that, in the United States and Canada, London shall have no obligation whatsoever to pay an aggregate copyright royalty rate,

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regardless of the number of Controlled Compositions contained thereon, in excess of two (2) times with respect to any Single, three (3) times with respect to any Disco Single, and twelve (12) times with respect to any Album, the Minimum Statutory Rate (i.e., the minimum statutory compulsory licensing rate applicable to a Composition of less than five (5) minutes under the copyright laws of the United States and, with respect to Records sold in Canada, the prevailing rate agreed upon by the Canadian recording industry or its mechanical collection representative which is applicable to compositions of less than five (5) minutes). If the aggregate of copyright royalties in respect of any Record hereunder exceeds such maximum amount, then, without limitation of London's rights, London shall have the right, at its election, if it elects to release such Recording, to deduct the amount of such excess from payments due hereunder, including copyright royalties.

(e) If any recordings made under this agreement contain copyrighted Compositions which are not available to London under compulsory license, Producer will guarantee the availability of mechanical licenses covering those Compositions for London's benefit on the same terms applicable to Controlled Compositions hereunder unless London agrees otherwise.

9. (a) Producer warrants, represents and agrees that: (i) as of the date of this agreement Roper, p/k/a "Spinderella" (hereinafter referred to in this paragraph 9 as "Spinderella") is an employee of Producer; (ii) she shall remain an employee of Producer for the duration of the Term of the Recording Agreement; (iii) the Inducement Letter dated April 6, 1990 was signed by her and constitutes an inducement letter directly related to, and specifically concerning, the Recording Agreement; and (iv) as of the date hereof, London has no obligation to make any direct payments to Spinderella pursuant to the terms of the April 23, 1990 letter agreement between NP and Producer or otherwise.

(b) Without limiting the generality of the foregoing, notwithstanding anything to the contrary expressed or implied in the Recording Agreement, as amended hereby, Spinderella may perform services as a featured artist for the purposes of making phonograph records for third parties during the Term, provided that: (i) Producer has fulfilled all of Producer's obligations under this agreement, and such engagement does not interfere with the continuing prompt performance of Producer's obligations to London; (ii) Spinderella will not record any material which she has then recorded with Artist for NP and/or London; and (iii) in no event may the likenesses of the members of Artist, or the group or professional name of Artist be used in connection with Records embodying the solo performances of Spinderella, it being understood and agreed that as used in this paragraph 9(b)(iii), the terms "Artist" shall mean Cheryl James and Sandra Denton, p/k/a "Salt-N-Pepa".

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10. (a) Producer warrants, represents and agrees that, for so long as the Recording Agreement shall be in effect, Artist will perform with respect to their services together as a group for London. If any individual comprising Artist refuses, neglects or fails to perform together with the other individuals comprising Artist in fulfillment of the obligations agreed to be performed under this agreement or leaves the group (other than as permitted by the terms of paragraph 9 above), then Producer shall give London prompt written notice thereof. (The term "leaving member" shall hereinafter be used to define each individual who leaves the group or no longer performs with the group, or each member of the group if the group disbands.) London shall have the right, to be exercised by written notice to Producer within sixty (60) days following its receipt of Producer's notice:

(i) To continue with the services of any such leaving member pursuant to paragraph 10(e) below;

(ii) To terminate the Term of the Recording Agreement with respect to the remaining members of Artist whether or not London has exercised its right to continue with the services of a leaving member;

(iii) To treat all the members of Artist as leaving members, and have the right to exercise its rights with respect to each in accordance with this paragraph 10.

(b) In the event that London fails to send notice of London's exercise of rights pursuant to paragraph 10(a) above, the Term of the Recording Agreement shall be deemed terminated with respect to such leaving member.

(c) If at any time London believes or has knowledge that a member of Artist is or may be a leaving member, then London shall have the right (but not the obligation) to exercise London's rights in accordance with this paragraph 10. If London sends a notice to Producer pursuant to this paragraph 10(c), Producer shall have the right, within fifteen (15) days following the date of such notice, to furnish London with affirmative documentation that the member of Artist shall continue to fulfill such member's obligations under this agreement and remain a member of Artist. Such documentation shall be satisfactory to London in its sole discretion and shall include, without limitation, a signed notification from the member that such member shall continue as a member of Artist. Notwithstanding anything to the contrary expressed or implied in this paragraph 10(c), London's action or inaction with respect to London's belief or knowledge that a member of Artist may be, or may become, a leaving member shall not act as a waiver of any of Producer's duties, obligations, representations or warranties under the Recording Agreement, including, but not limited to, those obligations under paragraph 10(a), or as a waiver

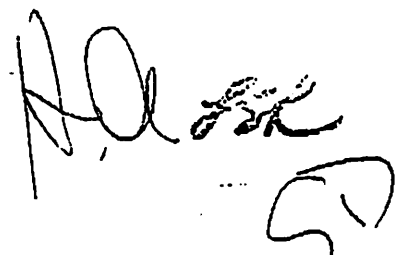
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of any of London's rights or remedies under the Recording Agreement.

(d) A leaving member shall not, without London's consent, use the professional name of the group in any commercial or artistic endeavor; the said professional name shall remain the property of Producer and those members of the group who continue to perform their obligations hereunder and whose engagements are not terminated; and, the person, if any, engaged to replace the individual whose engagement is terminated shall be mutually agreed upon by London and Producer and each such person added to Artist, as a replacement or otherwise, shall become bound by the terms and conditions of this agreement and shall execute an inducement letter in the form designated by London as a condition precedent to being so added. Changes in the individuals comprising Artist shall be made by mutual agreement between Producer and London.

(e) In addition to the rights provided in the preceding paragraphs, London shall have, and Producer hereby grants to London, an irrevocable option for the individual and exclusive services of each leaving member as follows: Said option, with respect to such individual, may be exercised by London giving Producer notice in writing within ninety (90) days after London receives Producer's notice provided for in paragraph 10(a) above. In the event of London's exercise of such option, Producer and such leaving member shall be deemed to have entered into an agreement with London with respect to such individual's exclusive recording services upon all the terms and conditions of the Recording Agreement except that: (i) the recording obligation shall be two (2) Albums; (ii) in lieu of the advances payable under the Recording Agreement, London shall pay all Recording Costs for recordings to be recorded by such individual up to the amount of the budget approved by London therefor; (iii) London's royalty obligation to Producer in respect of recordings by such individual shall be the payment to Producer of the royalties computed as set forth in the Recording Agreement but at only three quarters (3/4) the rates set forth herein; (iv) London shall be entitled to combine such leaving member's account with the Artist account under the Recording; and (v) recordings by such individual shall not be applied in diminution of Producer's recording obligation as set forth in the Recording Agreement.

(f) Neither Producer nor Artist shall have the right, so long as this agreement is in effect, to assign Artist's professional name(s) or to permit its use by any other individual or group of individuals without London's prior written consent, and any attempt to do so shall be null and void and shall convey no right or title. Without limitation of the generality of any other provision in the Recording Agreement, Producer hereby represents and warrants that it is the owner of the professional name mentioned on the first page of this agreement, and that no other

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Person, firm or corporation has the right to use said professional name or to permit it to be used in connection with phonograph records, and that it has the authority to grant London the right to use said professional name. London shall have the right to use said professional name in accordance with the provisions hereof.

(g) It is expressly understood and agreed that: (i) Roper shall not be deemed a member of Artist for purposes of this paragraph 10; (ii) London shall not be deemed to have any so-called "leaving member" rights under this paragraph 10 with respect to Roper; and that (iii) the terms of this paragraph 10 shall not apply to a situation where Roper fails, refuses or neglects to perform with Artist, it being expressly understood and agreed, however, that if Roper does not perform with and as a member of Artist for the remainder of the Term of the Recording Agreement, Producer will be deemed to have materially, deliberately and in bad faith breached the terms of the Recording Agreement.

11. (a) In addition to the warranties and representations made by Producer in the Recording Agreement, Producer warrants and represents the following:

(i) Producer is authorized, empowered and able to enter into and fully perform its obligations under this agreement. Neither this agreement nor the fulfillment thereof by any party infringes upon the rights of any Person. Producer owns and controls, without any limitations, restrictions or encumbrances whatsoever, all rights granted or purported to be granted to hereunder, and Producer has obtained all necessary licenses and permissions as may be required for the full and unlimited exercise and enjoyment by London of all of the rights granted and purported to be granted to London under the Recording Agreement including, without limitation, from Roper. London will own, possess and enjoy such rights without any hindrance on the part of any Person, firm or entity whatsoever.

(ii) (A) There is in existence between Producer and Artist a valid and enforceable agreement pursuant to which Artist is required to perform exclusively for Producer during the Term. Producer will waive none of its rights under such contract and shall take all steps necessary or desirable to keep the same in full force and effect so that London shall have the full benefit of Artist's exclusive services as if Artist had contracted hereunder directly with London. Producer will require full and complete performance by the Artist of such contract. If Artist breaches such contract, Producer will immediately notify London in writing of the details of such breach. If Producer does not enforce any of Producer's rights under its contract, London may, without limitation of London's rights, enforce such rights in Producer's name and/or the name of London. In addition to the foregoing, London may exercise, in Producer's stead, Producer's right to seek

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under this paragraph 11(a)(v) will apply ab initio in full force and effect. London will give Producer prompt notice of any lawsuit instituted with respect to such a claim, and Producer shall have the right to participate in the defense thereof with counsel of Producer's choice and at Producer's expense provided, however, that London shall have the right at all times to maintain control of the conduct of the defense.

(b) Notwithstanding anything to the contrary in paragraph 21 of the Recording Agreement, London may, at its election, assign this agreement or any of its rights hereunder to any subsidiary, affiliate or division of London, to any entity that is a member of the PolyGram Group, to any subsidiary or licensee in which London now has or may hereafter acquire a substantial interest, or to any entity that merges its assets with those of London or the assets of which are acquired by London, by lease or otherwise, or to any entity acquiring all or a substantial portion of London's assets, and such rights may be assigned by any assignee. No such assignment shall relieve London of its obligations hereunder, it being understood and agreed that London shall remain secondarily liable with respect thereto.

(c) Paragraph 23 of the Recording Agreement shall hereby be deemed deleted in its entirety and the following:

"23. All notices required to be given to London shall be sent to London at its address first mentioned herein, and all royalties, royalty statements and payments and any and all notices to Producer shall be sent to Producer at its address first mentioned herein, or such other address as each party respectively may hereafter designate by notice in writing to the other. All notices sent under this agreement shall be in writing and, except for royalty statements shall be sent by registered or certified mail, return receipt requested, and the date of mailing of any such notice shall be deemed the date of the giving thereof (except notices of change of address, the date of which shall be the date of receipt by the receiving party). London will undertake to send a copy of all notices sent to Producer to Jay A. Rosenthal, Esq., Berliner, Corcoran & Rowe, 1101 17th Street, N.W., Suite 1004, Washington, D.C. 20036, provided that London's failure to send any such copy shall not be deemed a breach hereof or impair the effectiveness of the notice concerned. All notices to London shall be served upon London to the attention of the Senior Vice President, Business Affairs, with a copy to the Senior Vice President, Legal Affairs."

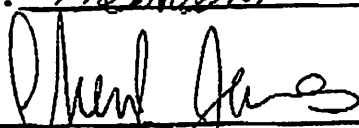
(d) All terms not defined herein shall have the same meaning given in the Recording Agreement. To the extent any provision of this agreement conflicts with any provision of the

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Recording Agreement, the provision contained herein shall control. Except as expressly or by necessary implication modified herein, the terms of the Recording Agreement are hereby ratified and confirmed without limitation or exception.

ACCEPTED AND AGREED:

Noise In the Attic
Productions, Inc.By: Its: President
Cheryl James,
Sandra Denton,

collectively p/k/a "Salt-N-Pepa"

LONDON RECORDS, a general
partnershipBy: By: David Hoffman

EXHIBIT D

EXHIBIT B

NOISE IN THE ATTIC PRODUCTIONS INC./
 IDOL MAKERS INC.
 42-15 Crescent Street
 Suite 503
 Long Island City, NY 11101-4218

Dated: As of July 1, 1992

Ms. Cheryl James
 and Ms. Sandra Denton
 p/k/a "Salt -N- Pepa"
 c/o Earling Rooks & Ungar
 10 Columbus Circle, Suite 2210
 New York, NY 10019

Ladies:

Reference is made to the exclusive recording agreement between you, individually and collectively and professionally known as "SALT -N- PEPA" (hereinafter individually and collectively referred to as "Artist") and NOISE IN THE ATTIC PRODUCTIONS INC. dated as of May 15, 1986 (the "Production Agreement"). Further, reference is made to the agreement between Artist and Idol Makers, Inc. dated as of November 1, 1988 (hereinafter the "Management Agreement"); (hereinafter Noise In The Attic, Inc. and Idol Makers, Inc. shall be referred to as "Company"). Further, reference is made to the agreement between Artist, Company, Daidra Roper and Next Plateau Records, Inc. (hereinafter "Next Plateau") as of July 1, 1992 (hereinafter the "Next Plateau Agreement"). Further, reference is made to the agreement between Artist, Bad of Nails Music, Inc., Company and Sons of K-oss Music, Inc. dated June 1, 1990 (the "Publishing Agreement"). The Production Agreement, the Management Agreement, the Publishing Agreement and the Next Plateau Agreement are sometimes hereinafter individually and/or collectively referred to as the "Agreements". Further, reference is made to the agreement between Artist, Company, Daidra Roper and London Records ("London") dated as of July 1, 1992 (the "London Agreement"). Any and all terms which are defined respectively in the Agreements and the London Agreement and which are referred to hereinafter shall have the same meanings as set forth in the Agreements and the London Agreement, respectively, except as expressly set forth hereinafter. For and in consideration of the sum of

Ten (\$10.00) and for other good and valuable consideration, the prior receipt of which is hereby acknowledged, Artist and Company hereby agree to amend the Agreements as follows and notwithstanding anything to the contrary contained in the Agreements, Company and Artist hereby agree as follows:

1. Company and Artist hereby acknowledge and agree that, as of the date hereof, two (2) LP albums remain to be recorded and delivered under the Production Agreement. For convenience, said LP albums are hereinafter referred to respectively as the "Fourth LP" and the "Fifth LP". Furthermore, the terms of the Production Agreement and the Management Agreement, respectively, shall be extended and shall be co-terminous with the term of the London Agreement.

2. Notwithstanding anything to the contrary contained in the Production Agreement, subject to paragraph 3 hereof, it is understood and agreed that the following respective percentages of any and all "net advances" ("net advances" being defined as gross advances minus production and recording costs) payable to or on behalf of Company by London pursuant to the London Agreement (and/or by any other Distribution Company) with respect to the Fourth LP and the Fifth LP shall be paid respectively to the parties as follows:

- (a) One-third (1/3) thereof to Cheryl James (or her designee);
- (b) One-third (1/3) thereof to Sandra Denton (or her designee); and
- (c) One-third (1/3) thereof to Company.

3. (a) With respect to the initial One Million Five Hundred Thousand (\$1,500,000.00) Dollar advance payment to be made by London to Company upon the execution of the London Agreement with respect to the Fourth LP, the parties agree that it is "of the essence" of this agreement that Company pay therefrom the following respective sums (without any deductions whatsoever) within fifteen (15) business days of the full execution of this Amendment:

(i) Five Hundred Thousand (\$500,000.00) Dollars to Cheryl James (or her designee); and

(ii) Five Hundred Thousand (\$500,000.00) Dollars to Sandra Denton (or her designee).

(b) With respect to the Five Hundred (\$500,000.00) Dollar advance payment to be made by London to Company upon delivery of the Fourth LP pursuant to the London Agreement, the parties agree that:

(i) Two Hundred Thousand (\$200,000.00) Dollars thereof shall be deposited in an interest bearing escrow account maintained by Company (the "Escrow Account"); said sum shall be utilized for the payment of production and recording costs incurred in connection with the Fourth Album (including, without limitation, in connection with re-mixing costs with respect to single and other records derived therefrom); any portion of said sum not actually utilized for said production and recording costs shall be paid to the parties as set forth in paragraph 2 above, upon commencement of recording of the Fifth Album;

(ii) Company shall be entitled to retain One Hundred Thousand (\$100,000.00) Dollars thereof which shall constitute Company's management commission with respect to all advances payable to Artist in connection with the Fourth Album; and

(iii) The balance thereof shall be paid to the parties as per paragraph 2 above within fifteen (15) business days of Company's receipt thereof.

(c) With respect to the initial Five Hundred (\$500,000.00) Dollar advance payment to be made by London to Company with respect to the Fifth Album pursuant to the London Agreement, the parties agree as follows:

(i) One Hundred Thousand (\$100,000.00) Dollars thereof shall be deposited in the Escrow Account; said sum shall be utilized for the payment of production and recording costs incurred in connection with the Fifth Album (including, without limitation, in connection with re-mixing singles and other records derived therefrom); and

(ii) The balance thereof shall be paid to the parties as per paragraph 2 above within fifteen (15) business days of Company's receipt thereof.

(d) With respect to the second Five Hundred Thousand (\$500,000.00) Dollar advance payment to be made by London to Company upon delivery of the Fifth Album pursuant to the London Agreement, the parties agree as follows:

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 [Signature] [Signature] [Signature]
 5-1

(i) One Hundred Thousand (\$100,000.00) Dollars thereof shall be deposited in the Escrow Account; said sum shall be utilized for the payment of production and recording costs incurred in connection with the Fifth Album (including, without limitation, in connection with re-mixing singles and other records derived therefrom); any portion thereof (as well as any portion of the amount referred to in subparagraph 3(c)(i) above) which is not actually utilized for said costs shall be paid to the parties as set forth in paragraph 2 hereof, upon the expiration of the term of the Production Agreement;

(ii) Company shall be entitled to retain therefrom its management commission hereunder with respect to Artist's advances with respect to the Fifth Album; and

(iii) The balance thereof shall be paid to the parties as per paragraph 2 above within fifteen (15) business days of Company's receipt thereof.

4. INTENTIONALLY DELETED.

5. (a) Notwithstanding anything to the contrary contained in the Production Agreement, Company and Artist agree that the following respective percentages of any and all United States and foreign royalties (subject, however, to subparagraph 5(b) and 5(c) below) which accrue to Company from London pursuant to the London Agreement (or from any other Distribution Company) in connection with the exploitation of the Fourth and Fifth LPs shall accrue respectively to the parties as follows:

(i) 32.353% thereof to Cheryl James;

(ii) 32.353% thereof to Sandra Denton;

(iii) 35.294% thereof to Company.

(b) The parties acknowledge that with respect to the exploitation of U.S. Albums, it is understood that pursuant to the London Agreement, Company is entitled to an escalated royalty of eighteen (18%) percent for sales of such albums in excess of one million (1,000,000) units and up to two million (2,000,000) units of such Albums (the "First Escalation Point"). Notwithstanding anything to the contrary contained in the Production Agreement or in this Amendment, it is understood and agreed that fifty (50%) percent of The First Escalation Point shall accrue solely to Cheryl

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James, fifty (50%) percent of the First Escalation Point shall accrue solely to Sandra Denton and Company shall not be entitled to any portion of the First Escalation Point.

(c) It is understood and acknowledged that pursuant to the London Agreement, Company is entitled to receive a further escalated royalty of nineteen (19%) percent with respect to U.S. Albums in excess of two million (2,000,000) units (the "Second Escalation Point"). Notwithstanding anything to the contrary contained in the Production Agreement and/or in this Amendment, the parties agree that fifty (50%) percent of the Second Escalation Point shall accrue to Company, twenty-five (25%) percent of the Second Escalation Point shall accrue to Cheryl James and twenty-five (25%) percent of the Second Escalation Point shall accrue to Sandra Denton.

6. Company warrants and represents that any and all recording costs incurred in connection with the recording and production of the Fourth LP and/or the Fifth LP shall be incurred by Company in good faith on an "arms-length" basis in accordance with applicable recording industry standards.

7. Notwithstanding anything to the contrary contained in the Production Agreement, Company and Artist hereby agree to the following with respect to the so-called "individual line producers" of the Fourth LP and/or the Fifth LP:

(a) In the event that Herby Asor (and/or any other employee or representative of Company) shall be engaged as such individual line producer, there shall be no separate advances and/or royalties payable to such individual(s).

(b) Herby Asor is hereby deemed to be approved individual producer in connection with the Fourth LP and Fifth LP. ~~Any other individual producer(s) thereof shall require the prior written mutual approval of Company and Artist, such approval not to be unreasonably withheld.~~ S.D. C

(c) In the event that any third-party individual line producer is engaged pursuant to sub-paragraph 7(b) hereof, it is understood that any and all royalties and/or advances payable to such line producer shall be deducted and paid solely out of Company's respective percentages of royalties and advances hereunder. NAC. CEF S.A.

(d) In the event that Artist is engaged as the individual line producer and/or co-producer in connection with any masters embodied on the Fourth LP and/or the Fifth LP, it is agreed as follows:

(i) any and all royalties and advances payable to Artist with respect to Artist's services as such an individual producer and/or co-producer shall be deducted and paid solely from Company's share of royalties and/or advances hereunder.

(ii) With respect to masters embodied on the Fourth and/or the Fifth LP which are produced solely by Artist, Artist shall receive a royalty calculated at the basic rate (with respect to net sales of full-priced albums sold in the U.S. through normal retail channels) of two (2) percent of the retail price thereof (subject to the calculations and deductions contained in the London Agreement and/or any applicable agreement with any Distribution Company). With respect to any such masters co-produced by Artist, such basic rate shall instead be one (1) percent. Artist's producer and/or co-producer royalty with respect to records other than full-priced albums sold through normal retail channels in the U.S. shall be pro-rated and reduced in the same manner as Company's royalties therefor are reduced pursuant to the London Agreement and/or any applicable agreement with any Distribution Company.

8. Company and Artist agree that Artist shall be entitled to receive Artist's respective portions of all royalties with respect to the Fourth LP and/or the Fifth LP directly from London at the same time and in the same manner as Company receives Company's respective portions of such royalties, subject to the next three (3) sentences of this paragraph 8. Notwithstanding the foregoing, it is understood and agreed that prior to London making any royalty payments to Artist and/or Company, the parties shall cause London to simultaneously send to Company and Artist the proposed accounting statements with respect to such payments and Company and Artist shall mutually approve such proposed accounting statements in writing (or, if either Company and/or Artist disapprove any such statements, Company and Artist shall specify their objections thereto in writing to each other and to London). Only in the event that Company and Artist mutually approve any such statements in writing, thereafter Company shall irrevocably authorize and direct

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London to pay directly to Company and Artist their respective portions of such royalty payments. Company hereby agrees to irrevocably authorize and direct London to account and pay Artist's respective portions of all such advances and royalties directly to Artist as aforesaid pursuant to an irrevocable letter of direction in a form approved by London and Company.

9. Artist shall not be responsible for paying any advances, royalties and/or any other considerations of any nature whatsoever to Deidra Roper, except as may be expressly agreed to in the future pursuant to a written agreement executed by Artist and Company.

10. Notwithstanding anything to the contrary contained in the Production Agreement, it is understood and agreed that, effective as of the date hereof, any and all Net Receipts (as defined in paragraph X of the Agreement) received by or on behalf of Company in connection with the use of Artist's Identification for so-called merchandising purposes (other than with respect to records), shall be paid (without any cross-collateralization from non-merchandising sources) to the parties respectively as follows:

- (a) Sixty (60%) percent thereof to Artist;
- (b) Forty (40%) percent thereof to Company.

11. (a) Any and all musical compositions which are written, owned and/or controlled in whole or in part indirectly or directly by or on behalf of Artist (and/or Artist's music publishing designee[s]) and which are initially released in the Fourth Album are hereinafter referred to as the "Fourth Album Compositions". Any and all musical compositions which are written, owned and/or controlled in whole or in part indirectly or directly by or on behalf of Artist (and/or Artist's music publishing designee[s]) and which are recorded pursuant to the London Agreement and initially embodied in the Fifth Album are hereinafter referred to as the "Fifth Album Compositions".

(b) Artist (and/or Artist's music publishing designee[s]) hereby assign to Company (and/or Company's music publishing designee[s]), fifty (50%) percent of Artist's right, title and interest in the copyright in and to the Fourth Album Compositions including but not limited to fifty (50%) percent of

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Artist's right, title and interest in and to the copyright thereof and the renewal rights thereto.

(c) The parties hereby agree that each party shall be entitled to administer (as such term is known in the music publishing industry) their respective interests in and to the Fourth Album Compositions throughout the world.

(d) Notwithstanding anything to the contrary contained in the Agreements, the parties hereby acknowledge that Company (and/or Company's music publishing designee[s]) is simultaneously assigning fifty (50%) percent of Company's respective right, title and/or interest in and to the Fourth Album Compositions to Next Plateau Music Inc. and/or its music publishing designee ("Next Plateau"). Notwithstanding anything to the contrary contained in the Agreements, it is understood and agreed by the parties that in the event that Next Plateau receives less than a total of fifty (50%) percent of the aggregate of Artist's and Company's rights, title and interest in and to the Fourth Album Compositions, then the parties hereto agree to assign to Next Plateau, on an equal basis, such respective portions of their respective interests in and to any such Fourth Album Compositions so that Next Plateau receives an assignment of a total of fifty (50%) percent of Artist's and Company's respective interests in and to any such Fourth Album Compositions. By way of illustration of the foregoing only, but not of limitation thereof: if Cheryl James is the sole writer and composer of a Fourth Album Composition, then the copyright thereof shall be owned as follows: Cheryl James - 37-1/2%, Company - 12-1/2% and Next Plateau - 50%; if Cheryl James and Herby Azor each write and compose 50% of a Fourth Album Composition, then the copyright thereof shall be owned as follows: Cheryl James - 18-3/4%, Company - 31-1/4%, Next Plateau - 50%.

(e) Notwithstanding anything to the contrary contained in the Agreements, it is understood and agreed that Company and/or Next Plateau (and/or their respective music publishing designee[s]) shall not be entitled to receive any interest whatsoever (including, without limitation, any ownership and/or administration rights) with respect to any and all Fifth Album Compositions.

12. Notwithstanding anything to the contrary contained in the Management Agreement, Company shall be entitled to commission ten (10%) percent of all net

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"in-pocket" income, advances and royalties (i.e., exclusive of all production and/or recording costs and exclusive of any royalties, fees, advances or other amounts paid to unaffiliated third parties) earned by Artist pursuant to the London Agreement. However, the first management commission of One Hundred Thousand (\$100,000.00) Dollars shall be paid from the second payment to Artist for the Fourth LP as defined in the London Agreement. Furthermore, notwithstanding any provisions to the contrary in the Management Agreement, Company shall commission net in-pocket music publishing income actually received by or on behalf of Artist (and/or Artist's music publishing designee(s)) solely as follows:

(a) Ten (10%) percent of the so-called "writer's share" of mechanical royalty payments solely with respect to the Fourth Album Compositions; and

(b) Ten (10%) percent of all music publishing income actually received by or on behalf of Artist, including the so-called "writer's" and "publisher's" share thereof, solely with respect to the Fifth Album Compositions.

13. For and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, Company hereby sells, assigns, transfers and conveys to Artist fifty (50%) percent of any and all rights, title and interest in and to the name "SALT -N- PEPA" (hereinafter the "Name") including, but not limited to, fifty (50%) percent of the trademark(s) and/or any and all goodwill of the business symbolized by the Name. Manager agrees to execute any other documents which Artist may reasonably require to effectuate the foregoing assignment. ~~Notwithstanding the foregoing, Company's and Artist's prior written consent shall be required with respect to any and all uses or exploitation of the Name following the expiration or termination of the Agreements or in the event that prior thereto, Artist disbands. Notwithstanding the foregoing, if a member of Artist permanently leaves Salt -N- Pepa, then that individual shall forfeit all future rights with respect to the Name, effective upon the date such individual leaves Salt -N- Pepa; and Company and the remaining member of Artist shall thereafter each own an undivided fifty (50%) percent of all rights, title and interest in the Name as aforesaid.~~

Except as expressly modified by the foregoing,
Company and Artist hereby ratify and reaffirm the terms
and conditions contained in the Agreements.

NOISE IN THE ATTIC
PRODUCTIONS INC.

BY: [Signature]

IDOL MAKERS INC.

By: [Signature]

ACCEPTED AND AGREED TO:

[Signature]
CHERYL JAMES

[Signature]
SANDRA DENTON

P/k/a "SALT -N- PEPA"

EXHIBIT E

Certificate of Recordation



This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

Shira Perlmutter

United States Register of Copyrights and Director

May 13, 2022

Date of Recordation

9984

723

Volume

Doc. No.



Form TCS (Notice of Termination Cover Sheet)

For Recordation of Notices of Termination under 17 U.S.C. §§ 203 or 304(c)

UNITED STATES COPYRIGHT OFFICE

Privacy Act Notice: Sections 203, 304(c), and 705 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information (PII) requested on this form and provided in the document submitted for recordation or other materials accompanying the submission. PII is any personal information that can be used to identify, contact, or trace an individual, such as names, addresses, and telephone numbers. By providing this information, including, but not limited to, providing it in any document or other file, you are agreeing to the routine use of it to establish and maintain a public record, which includes appearing in the Office's paper and online public records and indexes, including the Office's online catalog, and in search reports prepared for the public. If you do not provide the information requested, recordation may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

DO NOT WRITE IN THIS BOX

Volume _____ Document _____

SR# 1-11301919651

Date of recordation M MAY 13 Y 2022
(ASSIGNED BY THE COPYRIGHT OFFICE)

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000 or 1-877-676-0770 (toll free).

Send to: Copyright Office—Notices of Termination, P.O. Box 71537, Washington, DC 20024-1537

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS

To the Register of Copyrights: Please record the accompanying notice of termination.

- 1 Title (and registration number) of first work identified in notice Hot, Cool & Vicious
SR0000094339
- 2 Total number of additional works and alternate identifiers in notice 76
- 3 Amount of fee calculated \$ 605 (Fees are to be calculated in accordance with 37 C.F.R. § 201.3(c))
- 4 Fee enclosed ☒ Check ☐ Money Order
☐ Fee authorized to be charged to Copyright Office deposit account
Deposit account number _____
Deposit account name _____
- 5 Return receipt requested ☐ If checked, please enclose a second completed copy of this form and a self-addressed postage-paid envelope
- 6 Notice of termination being filed under ☒ §203 ☐ §304(c)
- 7 Gap Grant ☐ Check if the notice is terminating a gap grant under 37 C.F.R. § 201.10(f)(1)(ii)(C)
- 8 Effective date of termination May 15, 2024 and additional dates as listed on notice
- 9 Date of service May 13, 2022
- 10 Manner of service First-class U.S. certified mail

11 Terminating Party

(List all terminating parties and the nature of their termination interests.)

Sandra Denton (author)

Cheryl James (author)

Terminating Party Email (optional)

(Provide email addresses for any listed terminating parties to be copied on correspondence sent to the remitter.)

12 Grantee

(List all grantees or successors-in-title, and if successors, state that they are successors.)

Grantees: Noise in the Attic Productions, Herb Azor

Successors: Universal Music Group, London Records, MCA Records, Polygram Records,

Next Plateau Records, Next Plateau Entertainment, Idol Makers

13 Remitter Information and Certifications

(You, the individual actually submitting this form and the attached notice of termination to the Copyright Office, provide your contact information and make the required remitter certifications by signing your name. The Office may use this information to contact you about the submission and will send the certificate of recordation to the provided address if the notice is successfully recorded.)

I certify under penalty of perjury under the laws of the United States of America that I have been given appropriate authority to submit this cover sheet, accompanying notice of termination, and any other enclosed materials to the U.S. Copyright Office for recordation, and that all information I have submitted is true, accurate, and complete to the best of my knowledge, information, and belief, and is provided in good faith.

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature

Date

5.13.22

Name Jacqueline G. Charlesworth

Title/Organization Principal, Charlesworth Law

Number/Street 15671 Royal Ridge Road

Apt/Suite

City Sherman Oaks

State CA

Zip 91403

Phone number 917-432-7343

Fax number

Email jacqueline@charlesworthlaw.com

If you are not one of the terminating parties listed above, state which terminating party or parties you are a duly authorized representative of.

Sandra Denton

Cheryl James

14 Notice Certifications

(These certifications can be made either by the remitter identified above or another individual.)

I certify under penalty of perjury under the laws of the United States of America that the accompanying notice of termination is a true, correct, complete, and legible copy of the signed notice of termination as served on the grantee or successor-in-title.

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature

Date

5.13.22

Name Jacqueline G. Charlesworth

Title/Organization Principal, Charlesworth Law

Certifier Information

(This information is only required if an individual other than the remitter identified above is making the above certifications.)

If the certifier is not one of the terminating parties listed above, state which terminating party or parties the certifier is a duly authorized representative of.

Sandra Denton

Cheryl James

Via first-class U.S. certified mail
Return receipt requested

May 13, 2022

To:

Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

London Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

MCA Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Polygram Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Next Plateau Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Next Plateau Entertainment
35 Worth Street, 4th Floor
New York, NY 10013

Idol Makers
c/o Julia Kirkendall, Esq.
PO Box 6630
McLean, VA 22106

Noise In the Attic Productions
c/o Julia Kirkendall, Esq.
PO Box 6630
McLean, VA 22106

Herb ("Hurby Luv Bug") Azor
12901 SW 56th Street
Southwest Ranches, FL 33330

Notice of Termination Under Section 203 of U.S. Copyright Act

To Whom It May Concern:

Please take notice that pursuant to Section 203 of the U.S. Copyright Act, 17 U.S.C. § 203, and regulations promulgated thereunder by the Register of Copyrights, 37 C.F.R. § 201.10, Sandra Denton and Cheryl James, professionally known as "Salt-N-Pepa," as authors entitled to terminate the exclusive or nonexclusive grant of a transfer or license of copyright and/or right under copyright, hereby terminate any and all such grants of rights ("Grant") with respect to the sound recordings set forth in Schedule A ("Works").¹ This notice ("Notice") terminates the rights of the grantees and successors in title identified below, and is being served on such grantees and successors in title at the addresses set forth below:

¹ The information supplied herein is to the best of authors' knowledge, based on an investigation of available records and documentation. In serving this Notice, the authors are not waiving any position, right and/or remedy with respect to the subject matter hereof, all of which are expressly reserved.

Names and addresses of grantees and successors in title whose rights are being terminated:

Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

London Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

MCA Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Polygram Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Next Plateau Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Next Plateau Entertainment
35 Worth Street, 4th Floor
New York, NY 10013

Idol Makers
c/o Julia Kirkendall, Esq.
PO Box 6630
McLean, VA 22106

Noise In the Attic Productions
c/o Julia Kirkendall, Esq.
PO Box 6630
McLean, VA 22106



Herb ("Hurby Luv Bug") Azor
12901 SW 56th Street
Southwest Ranches, FL 33330

Date of execution of Grant:

On or about May 15, 1986

Date of first publication of Work under Grant:

On or about December 8, 1986 (see Schedule A for additional dates of publication)

Titles of Works to which Notice applies:	See Schedule A
Authors who executed Grant:	Sandra Denton and Cheryl James (professionally known as "Salt-N-Pepa")
Original copyright registration numbers:	See Schedule A
Grant to which Notice applies:	Any and all exclusive or nonexclusive grants, transfers and/or licenses of copyright or rights of a copyright proprietor conveyed to Herb ("Hurby Luv Bug") Azor, Noise in the Attic Productions and Next Plateau Records, including the right to reproduce, distribute, publicly perform, administer and/or otherwise exploit the subject Works.
Effective date of termination:	See Schedule A
Names and addresses of authors terminating Grant:	<p>Sandra Denton c/o Jacqueline C. Charlesworth, Esq. Charlesworth Law 15671 Royal Ridge Road Sherman Oaks, CA 91403</p> <p>Cheryl James c/o Jacqueline C. Charlesworth, Esq. Charlesworth Law 15671 Royal Ridge Road Sherman Oaks, CA 91403</p>
Signatures:	<p> _____ Jacqueline C. Charlesworth, Esq. Charlesworth Law 15671 Royal Ridge Road Sherman Oaks, CA 91403</p> <p>As attorney for and duly authorized agent of Sandra Denton</p> <p> _____ Jacqueline C. Charlesworth, Esq. Charlesworth Law 15671 Royal Ridge Road Sherman Oaks, CA 91403</p> <p>As attorney for and duly authorized agent of Cheryl James</p>

Schedule A

Title of Work (Listed Works are individual sound recordings except for bolded titles, which are albums)	Date of publication	Effective date of termination (based on publication date)	Effective date of termination (based on grant date)	Original copyright registration no.
Hot, Cool & Vicious	12/8/1986	5/15/2024		SR0000094339
Beauty and the Beat	12/8/1986	5/15/2024		SR0000094339
Tramp	12/8/1986	5/15/2024		SR0000094339
I'll Take Your Man	12/8/1986	5/15/2024		SR0000094339
It's Alright	12/8/1986	5/15/2024		SR0000094339
Chick on the Side	12/8/1986	5/15/2024		SR0000094339
I Desire	12/8/1986	5/15/2024		SR0000094339
The Showstopper	12/8/1986	5/15/2024		SR0000094339
My Mic Sounds Nice	12/8/1986	5/15/2024		SR0000094339
Push It	3/8/1987	5/15/2024		SR0000184447
A Salt With a Deadly Pepa	8/2/1988	5/15/2024		SR0000094338
Intro Jam	8/2/1988	5/15/2024		SR0000094338
A Salt With a Deadly Pepa	8/2/1988	5/15/2024		SR0000094338
I Like It Like That	8/2/1988	5/15/2024		SR0000094338
Solo Power (Let's Get Paid)	8/2/1988	5/15/2024		SR0000094338
Shake Your Thang	8/1/1988	5/15/2024		SR0000094338
I Gotcha	8/2/1988	5/15/2024		SR0000094338
Let the Rhythm Run	8/2/1988	5/15/2024		SR0000094338
Get Up Everybody (Get Up)	8/2/1988	5/15/2024		SR0000094338
Spinderella's Not a Fella (But a Girl D.J.)	8/2/1988	5/15/2024		SR0000094338
Solo Power (Syncopated Soul)	8/2/1988	5/15/2024		SR0000094338
Twist and Shout	8/2/1988	5/15/2024		SR0000094338
Hyped on the Mic	8/2/1988	5/15/2024		SR0000094338
Blacks' Magic	3/19/1990	3/19/2025		SR0000137242
Expression	11/13/1989	11/13/2024		SR0000137242
Doper Than Dope	3/19/1990	3/19/2025		SR0000137242
Negro wit' an Ego	3/19/1990	3/19/2025		SR0000137242
You Showed Me	3/19/1990	3/19/2025		SR0000137242
Do You Want Me	3/19/1990	3/19/2025		SR0000137242
Swift	3/19/1990	3/19/2025		SR0000137242
I Like to Party	3/19/1990	3/19/2025		SR0000137242
Blacks' Magic	3/19/1990	3/19/2025		SR0000137242
Start the Party	3/19/1990	3/19/2025		SR0000137242
Let's Talk About Sex	3/19/1990	3/19/2025		SR0000137242
I Don't Know	3/19/1990	3/19/2025		SR0000137242
Live and Die	3/19/1990	3/19/2025		SR0000137242
Independent	3/19/1990	3/19/2025		SR0000137242
Very Necessary	10/12/1993		5/15/2026	SR0000190603
Groove Me	10/12/1993		5/15/2026	SR0000190603
No One Does It Better	10/12/1993		5/15/2026	SR0000190603

Somebody's Gettin' on My Nerves	10/12/1993		5/15/2026	SR0000190603
Whatta Man	10/12/1993		5/15/2026	SR0000190603
None of Your Business	10/12/1993		5/15/2026	SR0000190603
Step	10/12/1993		5/15/2026	SR0000190603
Shoop	9/21/1993		5/15/2026	SR0000190603
Heaven or Hell	10/12/1993		5/15/2026	SR0000190603
Big Shot	10/12/1993		5/15/2026	SR0000190603
Sexy Noises Turn Me On	10/12/1993		5/15/2026	SR0000190603
Somma Time Man	10/12/1993		5/15/2026	SR0000190603
Break of Dawn	10/12/1993		5/15/2026	SR0000190603
I've Got AIDS	10/12/1993		5/15/2026	SR0000190603
Start Me Up	8/14/1992		5/15/2026	
Let's Talk About AIDS	1/1/1994		5/15/2026	SR0000149947
Emphatically No	1/1/1994		5/15/2026	
Brand New	10/21/1997		5/15/2026	SR0000245889
RU Ready	8/29/1997		5/15/2026	SR0000245889
Good Life	10/21/1997		5/15/2026	SR0000245889
Do Me Right	10/21/1997		5/15/2026	SR0000245889
Friends	10/21/1997		5/15/2026	SR0000245889
Say Ooh	10/21/1997		5/15/2026	SR0000245889
Imagine	10/21/1997		5/15/2026	SR0000245889
Knock Knock	10/21/1997		5/15/2026	SR0000245889
Gitty Up	10/21/1997		5/15/2026	SR0000245889
Boy Toy	10/21/1997		5/15/2026	SR0000245889
Brand New	10/21/1997		5/15/2026	SR0000245889
Silly of You	10/21/1997		5/15/2026	SR0000245889
The Clock Is Tickin	10/21/1997		5/15/2026	SR0000245889
Hold On	10/21/1997		5/15/2026	SR0000245889
Ain't Nuthin' But a She Thing	10/3/1995		5/15/2026	
Champagne	9/3/1996		5/15/2026	
A Blitz of Salt-n-Pepa Hits	11/20/1990	11/20/2025		
The Greatest Hits	10/7/1991		5/15/2026	
The Best of Salt-N-Pepa	11/15/1999		5/15/2026	
Push It (Again)	2/8/1999		5/15/2026	
The Brick Track Versus Gitty Up	2/8/1999		5/15/2026	
20th Century Masters: The Millennium Collection	2/5/2008		5/15/2026	SR0000613385
Icon	3/1/2011		5/15/2026	SR0000672288

Certificate of Service

I hereby certify that I caused a true and correct copy of the foregoing Notice of Termination Under Section 203 of U.S. Copyright Act to be served this 13th day of May, 2022, via first-class certified mail deposited with the U.S. Postal Service, postage prepaid, addressed to each of the following parties:

Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

London Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

MCA Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Polygram Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Next Plateau Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Next Plateau Entertainment
35 Worth Street, 4th Floor
New York, NY 10013

Idol Makers
c/o Julia Kirkendall, Esq.
PO Box 6630
McLean, VA 22106

Noise In the Attic Productions
c/o Julia Kirkendall, Esq.
PO Box 6630
McLean, VA 22106

Herb ("Hurby Luv Bug") Azor
12901 SW 56th Street
Southwest Ranches, FL 33330

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of May, 2022



Jacqueline C. Charlesworth

Principal, Charleswirth Law
Attn: Jacqueline C. Charlesworth
15671 Royal Ridge Rd.
Sherman Oaks, CA 91403
United States

Certificate of Recordation



This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

Shirley Perlmutter

United States Register of Copyrights and Director

March 22, 2022

Date of Recordation

9984

723

Volume

Doc. No.

**Form TCS (Notice of Termination Cover Sheet)**

For Recordation of Notices of Termination under 17 U.S.C. §§ 203 or 304(c)

UNITED STATES COPYRIGHT OFFICE

Privacy Act Notice: Sections 203, 304(c), and 705 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information (PII) requested on this form and provided in the document submitted for recordation or other materials accompanying the submission. PII is any personal information that can be used to identify, contact, or trace an individual, such as names, addresses, and telephone numbers. By providing this information, including, but not limited to, providing it in any document or other file, you are agreeing to the routine use of it to establish and maintain a public record, which includes appearing in the Office's paper and online public records and indexes, including the Office's online catalog, and in search reports prepared for the public. If you do not provide the information requested, recordation may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

DO NOT WRITE IN THIS BOX

Volume 9984 Document 123SR# 1-11301919651Date of recordation M. MAR D. 22 Y. 2022
(ASSIGNED BY THE COPYRIGHT OFFICE)

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000 or 1-877-476-0778 (toll free).

Send to: Copyright Office—Notices of Termination, P.O. Box 71537, Washington, DC 20024-1537

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS

6p

To the Register of Copyrights: Please record the accompanying notice of termination.

- 1 Title (and registration number) of first work identified in notice Hot, Cool & Vicious
SR0000094339
- 2 Total number of additional works and alternate identifiers in notice 76
- 3 Amount of fee calculated \$ 605 (Fees are to be calculated in accordance with 37 C.F.R. § 201.3(c))
- 4 Fee enclosed ☒ Check ☐ Money Order
☐ Fee authorized to be charged to Copyright Office deposit account
Deposit account number _____
Deposit account name _____
- 5 Return receipt requested ☐ If checked, please enclose a second completed copy of this form and a self-addressed postage-paid envelope
- 6 Notice of termination being filed under ☒ §203 ☐ §304(c)
- 7 Gap Grant ☐ Check if the notice is terminating a gap grant under 37 C.F.R. § 201.10(f)(1)(ii)(C)
- 8 Effective date of termination May 15, 2024 and additional dates as listed on notice
- 9 Date of service May 13, 2022
- 10 Manner of service First-class U.S. certified mail

11 Terminating Party

(List all terminating parties and the nature of their termination interests.)

Sandra Denton (author)

Cheryl James (author)

Terminating Party Email (optional)

(Provide email addresses for any listed terminating parties to be copied on correspondence sent to the remitter.)

12 Grantee

(List all grantees or successors-in-title, and if successors, state that they are successors.)

Grantees: Noise in the Attic Productions, Herb Azor

Successors: Universal Music Group, London Records, MCA Records, Polygram Records,

Next Plateau Records, Next Plateau Entertainment, Idol Makers

13 Remitter Information and Certifications

(You, the individual actually submitting this form and the attached notice of termination to the Copyright Office, provide your contact information and make the required remitter certifications by signing your name. The Office may use this information to contact you about the submission and will send the certificate of recordation to the provided address if the notice is successfully recorded.)

I certify under penalty of perjury under the laws of the United States of America that I have been given appropriate authority to submit this cover sheet, accompanying notice of termination, and any other enclosed materials to the U.S. Copyright Office for recordation, and that all information I have submitted is true, accurate, and complete to the best of my knowledge, information, and belief, and is provided in good faith.

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature

Date 5.13.22

Name Jacqueline G. Charlesworth

Title/Organization Principal, Charlesworth Law

Number/Street 15671 Royal Ridge Road

Apt/Suite

City Sherman Oaks

State CA

Zip 91403

Phone number 917-432-7343

Fax number

Email jacqueline@charlesworthlaw.com

If you are not one of the terminating parties listed above, state which terminating party or parties you are a duly authorized representative of.

Sandra Denton

Cheryl James

14 Notice Certifications

(These certifications can be made either by the remitter identified above or another individual.)

I certify under penalty of perjury under the laws of the United States of America that the accompanying notice of termination is a true, correct, complete, and legible copy of the signed notice of termination as served on the grantee or successor-in-title.

I understand that any falsification or misrepresentation may subject me to civil or criminal liability. By signing my name below, I acknowledge that I have read and agree to these conditions.

Signature

Date 5.13.22

Name Jacqueline G. Charlesworth

Title/Organization Principal, Charlesworth Law

Certifier Information

(This information is only required if an individual other than the remitter identified above is making the above certifications.)

If the certifier is not one of the terminating parties listed above, state which terminating party or parties the certifier is a duly authorized representative of.

Sandra Denton

Cheryl James

Via first-class U.S. certified mail
Return receipt requested

May 13, 2022

To:

Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

London Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

MCA Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Polygram Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Next Plateau Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Next Plateau Entertainment
35 Worth Street, 4th Floor
New York, NY 10013

Idol Makers
c/o Julia Kirkendall, Esq.
PO Box 6630
McLean, VA 22106

Noise In the Attic Productions
c/o Julia Kirkendall, Esq.
PO Box 6630
McLean, VA 22106

Herb ("Hurby Luv Bug") Azor
12901 SW 56th Street
Southwest Ranches, FL 33330

Notice of Termination Under Section 203 of U.S. Copyright Act

To Whom It May Concern:

Please take notice that pursuant to Section 203 of the U.S. Copyright Act, 17 U.S.C. § 203, and regulations promulgated thereunder by the Register of Copyrights, 37 C.F.R. § 201.10, Sandra Denton and Cheryl James, professionally known as "Salt-N-Pepa," as authors entitled to terminate the exclusive or nonexclusive grant of a transfer or license of copyright and/or right under copyright, hereby terminate any and all such grants of rights ("Grant") with respect to the sound recordings set forth in Schedule A ("Works").¹ This notice ("Notice") terminates the rights of the grantees and successors in title identified below, and is being served on such grantees and successors in title at the addresses set forth below:

¹ The information supplied herein is to the best of authors' knowledge, based on an investigation of available records and documentation. In serving this Notice, the authors are not waiving any position, right and/or remedy with respect to the subject matter hereof, all of which are expressly reserved.

Names and addresses of grantees and successors in title whose rights are being terminated:

Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

London Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

MCA Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Polygram Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Next Plateau Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Next Plateau Entertainment
35 Worth Street, 4th Floor
New York, NY 10013

Idol Makers
c/o Julia Kirkendall, Esq.
PO Box 6630
McLean, VA 22106

Noise In the Attic Productions
c/o Julia Kirkendall, Esq.
PO Box 6630
McLean, VA 22106

Herb ("Hurby Luv Bug") Azor
12901 SW 56th Street
Southwest Ranches, FL 33330

Date of execution of Grant:

On or about May 15, 1986

Date of first publication of Work under Grant:

On or about December 8, 1986 (see Schedule A for additional dates of publication)

Titles of Works to which Notice applies: See Schedule A

Authors who executed Grant: Sandra Denton and Cheryl James
(professionally known as "Salt-N-Pepa")

Original copyright registration numbers: See Schedule A

Grant to which Notice applies: Any and all exclusive or nonexclusive grants, transfers and/or licenses of copyright or rights of a copyright proprietor conveyed to Herb ("Hurby Luv Bug") Azor, Noise in the Attic Productions and Next Plateau Records, including the right to reproduce, distribute, publicly perform, administer and/or otherwise exploit the subject Works.

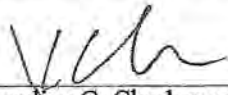
Effective date of termination: See Schedule A

Names and addresses of authors terminating Grant:

Sandra Denton
c/o Jacqueline C. Charlesworth, Esq.
Charlesworth Law
15671 Royal Ridge Road
Sherman Oaks, CA 91403


Cheryl James
c/o Jacqueline C. Charlesworth, Esq.
Charlesworth Law
15671 Royal Ridge Road
Sherman Oaks, CA 91403

Signatures:



Jacqueline C. Charlesworth, Esq.
Charlesworth Law
15671 Royal Ridge Road
Sherman Oaks, CA 91403

As attorney for and duly authorized agent of
Sandra Denton



Jacqueline C. Charlesworth, Esq.
Charlesworth Law
15671 Royal Ridge Road
Sherman Oaks, CA 91403

As attorney for and duly authorized agent of
Cheryl James

Schedule A

Title of Work (Listed Works are individual sound recordings except for bolded titles, which are albums)	Date of publication	Effective date of termination (based on publication date)	Effective date of termination (based on grant date)	Original copyright registration no.
Hot, Cool & Vicious	12/8/1986	5/15/2024		SR0000094339
Beauty and the Beat	12/8/1986	5/15/2024		SR0000094339
Tramp	12/8/1986	5/15/2024		SR0000094339
I'll Take Your Man	12/8/1986	5/15/2024		SR0000094339
It's Alright	12/8/1986	5/15/2024		SR0000094339
Chick on the Side	12/8/1986	5/15/2024		SR0000094339
I Desire	12/8/1986	5/15/2024		SR0000094339
The Showstopper	12/8/1986	5/15/2024		SR0000094339
My Mic Sounds Nice	12/8/1986	5/15/2024		SR0000094339
Push It	3/8/1987	5/15/2024		SR0000184447
A Salt With a Deadly Pepa	8/2/1988	5/15/2024		SR0000094338
Intro Jam	8/2/1988	5/15/2024		SR0000094338
A Salt With a Deadly Pepa	8/2/1988	5/15/2024		SR0000094338
I Like It Like That	8/2/1988	5/15/2024		SR0000094338
Solo Power (Let's Get Paid)	8/2/1988	5/15/2024		SR0000094338
Shake Your Thang	8/1/1988	5/15/2024		SR0000094338
I Gotcha	8/2/1988	5/15/2024		SR0000094338
Let the Rhythm Run	8/2/1988	5/15/2024		SR0000094338
Get Up Everybody (Get Up)	8/2/1988	5/15/2024		SR0000094338
Spinderella's Not a Fella (But a Girl D.J.)	8/2/1988	5/15/2024		SR0000094338
Solo Power (Syncopated Soul)	8/2/1988	5/15/2024		SR0000094338
Twist and Shout	8/2/1988	5/15/2024		SR0000094338
Hyped on the Mic	8/2/1988	5/15/2024		SR0000094338
Blacks' Magic	3/19/1990	3/19/2025		SR0000137242
Expression	11/13/1989	11/13/2024		SR0000137242
Doper Than Dope	3/19/1990	3/19/2025		SR0000137242
Negro wit' an Ego	3/19/1990	3/19/2025		SR0000137242
You Showed Me	3/19/1990	3/19/2025		SR0000137242
Do You Want Me	3/19/1990	3/19/2025		SR0000137242
Swift	3/19/1990	3/19/2025		SR0000137242
I Like to Party	3/19/1990	3/19/2025		SR0000137242
Blacks' Magic	3/19/1990	3/19/2025		SR0000137242
Start the Party	3/19/1990	3/19/2025		SR0000137242
Let's Talk About Sex	3/19/1990	3/19/2025		SR0000137242
I Don't Know	3/19/1990	3/19/2025		SR0000137242
Live and Die	3/19/1990	3/19/2025		SR0000137242
Independent	3/19/1990	3/19/2025		SR0000137242
Very Necessary	10/12/1993		5/15/2026	SR0000190603
Groove Me	10/12/1993		5/15/2026	SR0000190603
No One Does It Better	10/12/1993		5/15/2026	SR0000190603

Somebody's Gettin' on My Nerves	10/12/1993		5/15/2026	SR0000190603
Whatta Man	10/12/1993		5/15/2026	SR0000190603
None of Your Business	10/12/1993		5/15/2026	SR0000190603
Step	10/12/1993		5/15/2026	SR0000190603
Shoop	9/21/1993		5/15/2026	SR0000190603
Heaven or Hell	10/12/1993		5/15/2026	SR0000190603
Big Shot	10/12/1993		5/15/2026	SR0000190603
Sexy Noises Turn Me On	10/12/1993		5/15/2026	SR0000190603
Somma Time Man	10/12/1993		5/15/2026	SR0000190603
Break of Dawn	10/12/1993		5/15/2026	SR0000190603
I've Got AIDS	10/12/1993		5/15/2026	SR0000190603
Start Me Up	8/14/1992		5/15/2026	
Let's Talk About AIDS	1/1/1994		5/15/2026	SR0000149947
Emphatically No	1/1/1994		5/15/2026	
Brand New	10/21/1997		5/15/2026	SR0000245889
RU Ready	8/29/1997		5/15/2026	SR0000245889
Good Life	10/21/1997		5/15/2026	SR0000245889
Do Me Right	10/21/1997		5/15/2026	SR0000245889
Friends	10/21/1997		5/15/2026	SR0000245889
Say Ooh	10/21/1997		5/15/2026	SR0000245889
Imagine	10/21/1997		5/15/2026	SR0000245889
Knock Knock	10/21/1997		5/15/2026	SR0000245889
Gitty Up	10/21/1997		5/15/2026	SR0000245889
Boy Toy	10/21/1997		5/15/2026	SR0000245889
Brand New	10/21/1997		5/15/2026	SR0000245889
Silly of You	10/21/1997		5/15/2026	SR0000245889
The Clock Is Tickin	10/21/1997		5/15/2026	SR0000245889
Hold On	10/21/1997		5/15/2026	SR0000245889
Ain't Nuthin' But a She Thing	10/3/1995		5/15/2026	
Champagne	9/3/1996		5/15/2026	
A Blitz of Salt-n-Pepa Hits	11/20/1990	11/20/2025		
The Greatest Hits	10/7/1991		5/15/2026	
The Best of Salt-N-Pepa	11/15/1999		5/15/2026	
Push It (Again)	2/8/1999		5/15/2026	
The Brick Track Versus Gitty Up	2/8/1999		5/15/2026	
20th Century Masters: The Millennium Collection	2/5/2008		5/15/2026	SR0000613385
Icon	3/1/2011		5/15/2026	SR0000672288

Certificate of Service

I hereby certify that I caused a true and correct copy of the foregoing Notice of Termination Under Section 203 of U.S. Copyright Act to be served this 13th day of May, 2022, via first-class certified mail deposited with the U.S. Postal Service, postage prepaid, addressed to each of the following parties:

Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

London Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

MCA Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Polygram Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Next Plateau Records
Universal Music Group
2200 Colorado Avenue
Santa Monica, CA 90404
Attn: Legal Department

Next Plateau Entertainment
35 Worth Street, 4th Floor
New York, NY 10013


Idol Makers
c/o Julia Kirkendall, Esq.
PO Box 6630
McLean, VA 22106

Noise In the Attic Productions
c/o Julia Kirkendall, Esq.
PO Box 6630
McLean, VA 22106

Herb ("Hurby Luv Bug") Azor
12901 SW 56th Street
Southwest Ranches, FL 33330

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of May, 2022



Jacqueline C. Charlesworth

EXHIBIT F



Cowan, Liebowitz & Latman, P.C.
114 West 47th Street
New York, NY 10036

(212) 790-9200 Tel
(212) 575-0671 Fax
www.cll.com

Thomas Kjellberg
(212) 790-9202
txk@cll.com

June 27, 2022

VIA EMAIL AND PRIORITY MAIL

Sandra Denton
Cheryl James
c/o Jacqueline C. Charlesworth, Esq.
Charlesworth Law
15671 Royal Ridge Road
Sherman Oaks, CA 91403
jacqueline@charlesworthlaw.com

Re: Counter-Notice to Notice of Termination Under 17 U.S.C. § 203

Dear Ms. Denton and Ms. James:

We write on behalf of UMG Recordings, Inc. (“UMG”), successor in interest to Next Plateau Records, Inc. (“Next Plateau”) and London Records, regarding the Notice of Termination served on your behalf on May 13, 2022, purporting to terminate grants allegedly executed by you of U.S. copyright rights in the following master sound recordings (the “Sound Recordings”):

1. The album *Hot, Cool & Vicious*, including the Sound Recordings “Beauty And The Beat”; “Tramp”; “I’ll Take Your Man”; “It’s All Right”; “Chick On The Side”; “I Desire”; “The Showstopper”; and “My Mike Sounds Nice,” registered with the U.S. Copyright Office under Registration No. SR0000094339 in the name of Next Plateau as author and employer for hire, with a date of publication of December 1, 1986 and an effective date of registration of August 29, 1988;
2. The album *A Salt With A Deadly Pepa*, including the Sound Recordings “Intro Jam”; “A Salt With A Deadly Pepa”; “Shake Your Thang”; “Spinderella’s Not A Fella (But A Girl D.J.)”; “Solo Power (Let’s Get Paid)”; “Solo Power (Syncopated Soul)”; “Hyped On The Mic”; “I Gotcha”; “Twist And Shout”; “I Like It Like That”; “Get Up Everybody”; and “Let The Rhythm Run,” registered with the U.S. Copyright Office under Registration No. SR0000094338 in the name of Next Plateau as author and employer for hire, with a date of publication of July 26, 1988 and an effective date of registration of August 29, 1988;

Cowan, Liebowitz & Latman, P.C.

Sandra Denton

Cheryl James

June 27, 2022

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3. The album *Blacks' Magic*, including the Sound Recordings "Expression"; "Doper Than Dope"; "Negro Wit' An Ego"; "You Showed Me"; "Do You Want Me?"; "Swift"; "I Like To Party"; "Black's Magic"; "Start The Party"; "Let's Talk About Sex"; "I Don't Know"; "Live And Let Die"; and "Independent," registered with the U.S. Copyright Office under Registration No. SR0000137242 in the name of Next Plateau as author and employer for hire, with a date of publication of March 22, 1990 and an effective date of registration of November 18, 1991; and
4. The Sound Recording "Let's Talk About AIDS," registered with the U.S. Copyright Office under Registration No. SR0000149947 in the name of Next Plateau as author and employer for hire, with a date of publication of March 10, 1992 and an effective date of registration of November 4, 1992;
5. The album *Very Necessary*, including the Sound Recordings "Groove Me"; "No One Does It Better"; "Somebody's Gettin' On My Nerves"; "Whatta Man"; "None Of Your Business"; "Step"; "Shoop"; "Heaven Or Hell"; "Big Shot"; "Sexy Noises Turn Me On"; "Somma Time Man"; "Break Of Dawn"; and "I've Got AIDS," registered with the U.S. Copyright Office under Registration No. SR0000190603 in the name of Next Plateau as author and employer for hire, with a date of publication of October 12, 1993 and an effective date of registration of October 12, 1993;
6. The album *Brand New*, including the Sound Recordings "RU Ready"; "Good Life"; "Do Me Right"; "Friends"; "Say Ooh"; "Imagine"; "Knock, Knock"; "Gitty Up"; "Boy Toy"; "Brand New"; "Silly Of You"; "The Clock Is Tickin'"; and "Hold On," registered with the U.S. Copyright Office under Registration No. SR0000245889 in the name of London Records as author and employer for hire, with a date of publication of October 21, 1997 and an effective date of registration of January 22, 1998;
7. The album *The Best of Salt-N-Pepa*, a compilation registered with the U.S. Copyright Office under Registration No. SR0000245889 in the name of Island Def Jam Music Group, A Division of UMG Recordings Inc., with "sound recordings" and "pictorial matter" excluded from the claim;
8. The album *A Blitz of Salt-n-Pepa Hits: The Hits Remixed*, including the remixed Sound Recordings "Do You Want Me"; "Push It"; "Expression"; "Independent"; "Shake Your Thang"; "Let's Talk About Sex"; "Tramp"; "My Mic Sounds Nice"; "I'll Take Your Man"; and "Get Up Everybody"; and
9. The unregistered Sound Recordings "Ain't Nuthin' But A She Thing"; "Champagne"; "Start Me Up"; and "Emphatically No."

As set forth below, the Notice of Termination is invalid and ineffective to terminate UMG's ownership interest in the Sound Recordings, because there is nothing to suggest that Ms.

Cowan, Liebowitz & Latman, P.C.

Sandra Denton

Cheryl James

June 27, 2022

Page 3

James and Ms. Denton ever executed a grant of a transfer or license of copyright with respect to the Sound Recordings. And “[o]nly a ‘grant of a transfer or license of copyright or any right under a copyright, executed by the author’ is subject to termination under Section 203.” *Waite v. UMG Recordings, Inc.*, 477 F. Supp. 3d 265, 271 (S.D.N.Y. 2020) (quoting 17 U.S.C. § 203(a)). As the U.S. Copyright Registrations for the Sound Recordings state, the Sound Recordings are works made for hire under the U.S. Copyright Act, under which the right to terminate certain copyright grants is expressly limited to “any work other than a work made for hire.” 17 U.S.C. § 203(a) (emphasis added).

Hot, Cool, Vicious, A Salt With A Deadly Pepa, Black’s Magic, “Let’s Talk About AIDS,” “Emphatically No,” and *Very Necessary* were created pursuant to a May 15, 1986 production agreement between Next Plateau Records, Inc. and Herb Azor (“Producer”) (the “1986 Agreement”). The Notice of Termination states the “date of execution of Grant” to be “On or about May 15, 1986”; however, the 1986 Agreement does not contain an “exclusive or nonexclusive grant of a transfer or license of copyright or of any right under a copyright, executed by” Ms. Denton and Ms. James.

In the 1986 Agreement Next Plateau “engages Producer to produce and deliver to Company Sides embodying the performances of Artist, and Producer hereby accepts such engagement and agrees to deliver Sides embodying the performances of Artist exclusively to Company.” Indeed, Ms. James and Ms. Denton are not parties to the 1986 Agreement; instead, in the 1986 Agreement Producer represents and warrants that “There is in existence between the Producer and Artist a valid and enforceable agreement under the terms of which Artist shall perform exclusively for Producer as a recording artist during the Term of this agreement as extended.”

The 1986 Agreement contains an express transfer of copyright rights in certain preexisting sound recordings (which purportedly are listed on a missing Schedule A) from Producer – not from Ms. James and Ms. Denton – to Next Plateau. As to those sound recordings,

Producer warrants and represents that Producer is the sole and exclusive owner of such Sides and all right, title and interest therein, and has all rights necessary to manufacture, advertise and sell phonograph records made from such Sides throughout the world, free from any liability or obligations to make payment therefor, except fees or royalties which may be required to be paid to copyright owners and fees which may be required to be paid to the Music Performance Trust Fund and Special Payment Fund in connection with the manufacture and sale of such phonograph records made therefrom. Producer hereby sells, transfers and assigns to [Next Plateau], for the world, all of the aforesaid right, title and interest in and to such Sides including without limitation the sound recording copyright and the performances embodied thereon shall be deemed to constitute the minimum number of Sides that Producer is required to deliver during the First Contract Year.

Cowan, Liebowitz & Latman, P.C.

Sandra Denton

Cheryl James

June 27, 2022

Page 4

As to future sound recordings, the 1986 Agreement provides:

All Sides recorded during the Term shall be recorded by Producer on [Next Plateau]'s behalf and all records made therefrom, together with the performances embodied therein, shall, *from the inception of their creation*, be entirely the property of [Next Plateau] in perpetuity, throughout the Territory, free of any claim whatsoever by Producer, Artist or by any persons deriving any rights or interests from Producer or Artist and [Next Plateau] shall have the right to secure the sound recording (P) copyright in and to the Sides in [Next Plateau]'s name *as the owner and author* thereof and to secure any and all renewals of such copyright.

(emphasis added).

Annexed to the 1986 Agreement is an inducement letter signed by Ms. James and Ms. Denton. The inducement letter does not contain a copyright grant executed by Ms. James and Ms. Denton; indeed, it does not mention copyright. In the inducement letter Ms. James and Ms. Denton each “hereby specifically guarantee the performance by Producer of all of the warranties and representations and covenants made in [the 1986 A]greement [and] hereby make all of the warranties and representations made to [Next Plateau] in said agreement, grant [Next Plateau] all of the rights and remedies therein granted to [Next Plateau] and agree to perform all of the obligations therein undertaken to be performed for [Next Plateau] and undertake to be bound thereby as though [she] was a party to said agreement.”

In sum, there is no evidence that there was a grant of copyright rights executed by Ms. Denton and Ms. James with respect to *Hot, Cool, Vicious, A Salt With A Deadly Pepa, Black's Magic*, “Let's Talk About AIDS,” “Emphatically No,” and *Very Necessary* that could be subject to termination under section 203.

Brand New, “Ain't Nuthin' But A She Thing,” “Champagne,” and “Start Me Up” were created pursuant to a March 9, 1995 agreement between MCA Records, Inc. (subsequently assigned to London Records (“London”)) and S & C Productions, Inc. f/s/o Cheryl James and Sandra Denton, (the “1995 Agreement”). Ms. James and Ms. Denton are not parties to the 1995 Agreement. S & C Productions, Inc. is a New York corporation that was incorporated on March 10, 1995 and is still in existence; Ms. James is its CEO. In the 1995 Agreement S & C represents and warrants that “[t]here is in existence between [S & C] and Artist a valid and enforceable written agreement (the ‘Artist Agreement’) pursuant to which Artist is required to perform exclusively for [S & C] during the term of this agreement and that contains appropriate provisions to allow [S & C] to comply with [its] obligations hereunder.”

Cowan, Liebowitz & Latman, P.C.

Sandra Denton

Cheryl James

June 27, 2022

Page 5

In the 1995 Agreement S & C

warrant[s], represent[s] and agree[s] that throughout the Territory [London] is the sole, exclusive and perpetual owner of all Masters Delivered hereunder or which are otherwise recorded by Artist during the term of this agreement, all Videos embodying those Masters or otherwise produced hereunder, and all artwork created for use in connection with the Masters ('Artwork'), which ownership entitles [London], among other things, to all right, title and interest in the copyright in and to the Masters, Videos (but excluding the copyrights in the Compositions contained therein) and Artwork. Each Master, Video and Artwork made under this agreement or during its term, from the inception of its recording, will be considered a 'work made for hire' for [London]; if any such Master, Video or Artwork is determined not to be such a 'work,' it will be deemed transferred to [London] by this agreement, together with all rights and title in and to it.

Aside from that contingent transfer, there is no copyright grant to be found in the 1995 Agreement. And even that contingent transfer is made by S & C, a corporate entity, not by Ms. James and Ms. Denton as authors, and thus would be categorically not subject to termination under 17 U.S.C. § 203 should the contingency come to pass.

S & C further

warrant[s], represent[s] and agree[s] that all Masters and Videos made under this agreement or during its term (including duplicates, work tapes. etc.), the performances contained thereon and the Recordings derived therefrom and the related Artwork, *from the inception of their creation*, are the sole property of [London], in perpetuity, free from any claims by you, Artist or any other Person, and [London] has the right to use and control same subject to the terms herein. [London] (or [London]'s designees) has the exclusive right to copyright all such Masters, Videos and Artwork in its name *as the author and owner* of them and to secure any and all renewals and extensions of such copyright throughout the Territory.

(emphasis added).

In an Inducement Letter annexed to the 1995 Agreement, Ms. James and Ms. Denton personally

acknowledge[] that [London] is the exclusive owner of all rights of copyright in Masters and Records embodying the results and proceeds of Artist's recording services made pursuant to the Recording Agreement or during its term....

Cowan, Liebowitz & Latman, P.C.

Sandra Denton

Cheryl James

June 27, 2022

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Moreover, with respect to the Sound Recordings compiled in *A Blitz of Salt-n-Pepa Hits: The Hits Remixed* (and any other Sound Recordings that are remixes of previously published sound recordings) the Notice of Termination is invalid and ineffective for the additional reason that those remixed Sound Recordings are derivative works of such pre-existing sound recordings. As the Copyright Office instructs:

A derivative sound recording is one that incorporates some preexisting sounds that were previously registered or published The preexisting recorded sounds must have been rearranged, remixed, or otherwise altered in sequence or character, or there must be some additional new sounds. Further, the new or revised sounds must contain at least a minimum amount of original sound recording authorship. This new authorship is the basis for the copyright claim.

U.S. Copyright Office Circular 56. “Examples of derivative sound recordings that generally can be registered include ... a remix from multitrack sources.” *Id.*

Under section 203(b)(1) of the Copyright Act, “[a] derivative work prepared under authority of the grant before its termination may continue to be utilized under the terms of the grant after its termination.” 17 U.S.C. § 203(b)(1). Accordingly, even if Ms. Denton and Ms. James had executed grants of copyright rights in the Sound Recordings, and even if the Notice of Termination were otherwise valid, UMG’s ownership interest in the derivative sound recordings would not be subject to termination. Under § 203(b)(1), UMG would retain the right to continue to utilize the derivative sound recordings, as derivative works prepared under the authority of the grant, for the entire term of copyright.

In addition, each of the copyright registrations for the Sound Recordings specifically identifies Next Plateau or London as the author and owner of the sound recording copyrights as “employer for hire.” No claim of authorship by, and no indication of a transfer of copyright from, Ms. James and Ms. Denton appears on any of registrations, which have not been amended since their issuance to reflect any such purported transfer that could potentially be subject to termination. The registrations were timely made under 17 U.S.C. § 410(c), and are thus *prima facie* evidence of the facts stated in the registrations. Ms. James and Ms. Denton would bear the burden of proving otherwise and rebutting the presumption that Next Plateau or London was the legal author of the Sound Recordings, and owned the copyrights in the Sound Recordings as works made for hire from the moment of their creation.

Ms. James and Ms. Denton are in any event time-barred from challenging the authorship and ownership status of the Sound Recordings. Under the Copyright Act’s three-year statute of limitations for copyright claims, 17 U.S.C. § 507(b), claims regarding the initial ownership status of a work must be brought within three years of creation. *See, e.g., Robles Vasquez v. Torres-Negron*, 2007 U.S. Dist. LEXIS 57872, *21 (S.D.N.Y. July 11, 2007) (“Since plaintiffs’ claim ... relates to a claim of copyright ownership, the normal three-year limitations period applies.”).

Cowan, Liebowitz & Latman, P.C.

Sandra Denton

Cheryl James

June 27, 2022

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Accordingly, in *Aday v. Sony Music*, 44 U.S.P.Q.2d 1688 (S.D.N.Y. 1997), the recording artist Meat Loaf was held to be time-barred when in 1997 he sought to contest the work-for-hire provision in his 1977 recording agreement with Sony after a royalty dispute. The artist sought a declaration that he was not an employee for hire, but the Southern District of New York rejected the claim, stating the singer “had reason to know in 1977 about any of the problems with the work-for-hire provision that [he] now contend[s] violates the Copyright Act.”

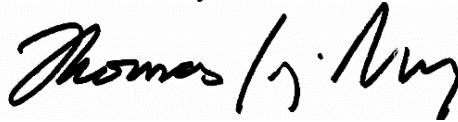
In sum, UMG’s copyright ownership interest in the Sound Recordings is not subject to termination.

* * *

For the reasons stated, UMG will continue to possess the exclusive right to exploit the Sound Recordings pursuant to its rights as outlined above. Ms. James and Ms. Denton are hereby advised to refrain from attempting to exploit the Sound Recordings, or taking any other actions interfering with UMG’s continuing rights in the Sound Recordings.

This letter is not intended to be a complete statement of the facts or the law, and is without prejudice to any of UMG’s rights, remedies, or defenses, all of which are expressly reserved.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Kjellberg". The signature is fluid and cursive, with the first name "Thomas" being more legible than the last name "Kjellberg".

Thomas Kjellberg

EXHIBIT G

§203 Exploitation Agreement

This §203 Exploitation Agreement (“Exploitation Agreement”) is entered into as of July 12, 2024 by and between UMG Recordings, Inc. (successor-in-interest to MCA Records, Inc., Next Plateau Records, Inc. and London Records) (“UMG”), on the one hand, and Sandra Denton (“Denton”) and Cheryl James (“James”), collectively and professionally known as “Salt-N-Pepa” (the “Artist”), on the other hand, in connection with certain sound recordings embodying the musical performances of Artist. UMG and Artist shall sometimes be collectively referred to herein as the “Parties.”

RECITALS

A. Via correspondence to Universal Music Group dated May 13, 2022 (the “Termination Notice”), the Artist purported to terminate, pursuant to Section 203 of the United States Copyright Act of 1976 (“Section 203”), certain U.S. rights of UMG in the sound recordings listed in the Termination Notice (collectively, the “Sound Recordings”) as of the date(s) set forth on the Termination Notice (each a “Purported Termination Date”).

B. While Artist contends that the Termination Notice is effective and valid, UMG disputes the effectiveness and validity of the Termination Notice on a number of grounds. The dispute shall be referred to herein as the “§203 Dispute.”

C. The Parties acknowledge that UMG has halted the commercial exploitation of the albums *Hot, Cool & Vicious* and *A Salt With A Deadly Pepa*, and the Sound Recordings embodied thereon, in the U.S. as of May 15, 2024.

D. The Parties are attempting to amicably resolve the §203 Dispute.

E. The Parties agree that it is in their mutual interests that exploitation of the Sound Recordings by UMG continue, even after each Purported Termination Date, while the Parties attempt to resolve the §203 Dispute.

F. Without admitting the validity of the Parties’ respective positions in the §203 Dispute, and with each Party reserving each of their respective claims, counterclaims, defenses, rights and remedies with respect to the §203 Dispute (except as expressly provided herein), UMG and Artist desire to set forth their agreement regarding the exploitation by UMG of the Sound Recordings during the Exploitation Agreement Term (as hereinafter defined).

NOW, THEREFORE, the Parties agree as follows, solely during the Exploitation Agreement Term (as hereinafter defined) hereof:

1. Subject to UMG’s continuing accounting, royalty and other obligations in respect of the Sound Recordings, Artist does not object to the continued exclusive exploitation after each Purported Termination Date by UMG and its affiliates and licensees of each applicable Sound Recording pursuant to the terms of the applicable agreements (as the same may have been amended) between UMG and Artist governing such Sound Recordings (the “Recording Agreements”), including, without limitation, the granting by UMG and its affiliates of licenses (including digital performance and synchronization licenses) embodying any such Sound Recording, even if such licenses have a term extending beyond the Purported Termination Dates or the Exploitation Agreement Term (e.g., UMG may grant licenses with a perpetual term) upon Artist’s prior written approval in each instance, the sale of records embodying one or more Sound Recordings, and the enforcement of claims against third parties based upon their unauthorized use of one or more of the Sound Recordings.

2. Artist will not claim that any exploitation permitted by the Recording Agreements of the Sound Recordings after any Purported Termination Date and by UMG or its affiliates and licensees was unauthorized and/or constituted copyright infringement.

3. During the Exploitation Agreement Term, neither UMG nor Artist shall commence or maintain any litigation, cause of action or other similar action against the other based solely or primarily upon (a) either Party's rights, remedies or defenses arising under Section 203; (b) the regulations promulgated under Section 203; or (c) UMG's exploitation of any Sound Recording in accordance with Paragraph 1 above.


4. UMG and Artist hereby acknowledge and agree that any and all statutes of limitation, defenses of laches, or other similar limitations or defenses that may now or in the future be construed to bar or otherwise limit the rights of any of the Parties in respect of Section 203 shall be tolled for the full duration of the Exploitation Agreement Term (as hereinafter defined).

5. The term of this Exploitation Agreement ("Exploitation Agreement Term") shall commence, on the date hereof and continue until the earlier of (a) the execution by the Parties of a settlement agreement resolving the §203 Dispute, or (b) ten (10) days after either Party sends written notice to the other Party of its desire to terminate the Exploitation Agreement Term (email shall be sufficient, provided that any written notice to (i) UMG is sent to Gladys Sanchez, Sr. Director, Business Affairs at Universal Music Enterprises, via Gladys.Sanchez@umusic.com, and (ii) to Artist is sent to Jennifer Justice, Esq. with respect to James via jennifer@thejusticedept.com, and to Sarah Scott, Esq. with respect to Denton via sarah@scottlegallgroup.com). In the event that the Exploitation Agreement Term is terminated pursuant to subsection (b), upon such termination, except as to exploitation after the Exploitation Agreement Term pursuant to licenses entered prior to or during the Exploitation Agreement Term (which such exploitation the Parties agree may continue after the Exploitation Agreement Term pursuant to Paragraph 1 above), each Party continues to reserve its respective claims, counterclaims, defenses, rights and remedies in respect of the §203 Dispute and any exploitation of the Sound Recordings after the Exploitation Agreement Term has expired or has been terminated.

6. Nothing herein shall be construed as an admission of any fact or circumstance, including without limitation the validity of any Termination Notice.

WHEREFORE, the Parties hereto have executed this Exploitation Agreement as of the date set forth above.

07 / 12 / 24


DocuSigned by:

 DA95A70314A4B1
 SANDRA DENTON

__ / __ / __

 CHERYL JAMES

__ / __ / __

 UMG RECORDINGS, INC.

By: 

 An Authorized Signer

2. Artist will not claim that any exploitation permitted by the Recording Agreements of the Sound Recordings after any Purported Termination Date and by UMG or its affiliates and licensees was unauthorized and/or constituted copyright infringement.

3. During the Exploitation Agreement Term, neither UMG nor Artist shall commence or maintain any litigation, cause of action or other similar action against the other based solely or primarily upon (a) either Party's rights, remedies or defenses arising under Section 203; (b) the regulations promulgated under Section 203; or (c) UMG's exploitation of any Sound Recording in accordance with Paragraph 1 above.

4. UMG and Artist hereby acknowledge and agree that any and all statutes of limitation, defenses of laches, or other similar limitations or defenses that may now or in the future be construed to bar or otherwise limit the rights of any of the Parties in respect of Section 203 shall be tolled for the full duration of the Exploitation Agreement Term (as hereinafter defined).

5. The term of this Exploitation Agreement ("Exploitation Agreement Term") shall commence, on the date hereof and continue until the earlier of (a) the execution by the Parties of a settlement agreement resolving the §203 Dispute, or (b) ten (10) days after either Party sends written notice to the other Party of its desire to terminate the Exploitation Agreement Term (email shall be sufficient, provided that any written notice to (i) UMG is sent to Gladys Sanchez, Sr. Director, Business Affairs at Universal Music Enterprises, via Gladys.Sanchez@umusic.com, and (ii) to Artist is sent to Jennifer Justice, Esq. with respect to James via jennifer@thejusticedept.com, and to Sarah Scott, Esq. with respect to Denton via sarah@scottlegallgroup.com). In the event that the Exploitation Agreement Term is terminated pursuant to subsection (b), upon such termination, except as to exploitation after the Exploitation Agreement Term pursuant to licenses entered prior to or during the Exploitation Agreement Term (which such exploitation the Parties agree may continue after the Exploitation Agreement Term pursuant to Paragraph 1 above), each Party continues to reserve its respective claims, counterclaims, defenses, rights and remedies in respect of the §203 Dispute and any exploitation of the Sound Recordings after the Exploitation Agreement Term has expired or has been terminated.

6. Nothing herein shall be construed as an admission of any fact or circumstance, including without limitation the validity of any Termination Notice.


WHEREFORE, the Parties hereto have executed this Exploitation Agreement as of the date set forth above.

____/____/____

7/17/2024

____/____/____

SANDRA DENTON

DocuSigned by:

AAD3E6A40B5A4CE...

CHERYL JAMES

____/____/____

UMG RECORDINGS, INC.

By: _____
An Authorized Signer

EXHIBIT H

BLANKROME

One Logan Square
130 North 18th Street | Philadelphia, PA 19103-6998
blankrome.com

Phone: (215) 569-5767
Fax: (215) 832-5767
Email: perry@blankrome.com

September 12, 2024

VIA EMAIL AND FEDERAL EXPRESS

Thomas Kjellberg, Esq.
Cowan, Liebowitz & Latman, P.C.
114 West 47th Street
New York, NY 10036
(212) 790-9202
txk@cll.com

Re: Response on Notice of Termination (served May 13, 2022) Under 17
U.S.C. § 203

Dear Mr. Kjellberg:

Together with other business counsel, this firm represents Sandra Denton and Cheryl James, professionally known as Salt N' Pepa ("our Clients"), with respect to the above-captioned copyright termination matter. As you are aware, on May 13, 2022, our clients served a Notice of Termination to UMG Recordings, Inc. ("UMG" or "your Client"), as successor in interest to Next Plateau Records, Inc. and London Records, seeking to recapture the rights to a list of master sound recordings (the "Sound Recordings"). We are in receipt of your June 27, 2022 Counter-Notice to our Clients' Notice of Termination (the "Counter-Notice").

It is our understanding that, in the months since your letter, conversations ensued regarding this matter, and, as a result, it has come to our attention that your Client's Counter-Notice was based on incomplete information concerning the following Sound Recordings:¹

1. The album *Hot, Cool & Vicious*, including the Sound Recordings "Beauty And The Beat"; "Tramp"; "I'll Take Your Man"; "It's All Right"; "Chick On The Side"; "I

¹ With respect to the remaining catalog of Sound Recordings for which termination has been noticed, our analysis continues, although we are open to a global resolution if appropriate terms can be reached.

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Thomas Kjellberg, Esq.
September 12, 2024
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- Desire”; “The Showstopper”; and “My Mike Sounds Nice,” registered with the U.S. Copyright Office under Registration No. SR0000094339;
2. The album *A Salt With A Deadly Pepa*, including the Sound Recordings “Intro Jam”; “A Salt With A Deadly Pepa”; “Shake Your Thang”; “Spinderella’s Not A Fella (But A Girl D.J.)”; “Solo Power (Let’s Get Paid)”; “Solo Power (Syncopated Soul)”; “Hyped On The Mic”; “I Gotcha”; “Twist And Shout”; “I Like It Like That”; “Get Up Everybody”; and “Let The Rhythm Run,” registered with the U.S. Copyright Office under Registration No. SR0000094338;
 3. The album *Blacks’ Magic*, including the Sound Recordings “Expression”; “Doper Than Dope”; “Negro Wit’ An Ego”; “You Showed Me”; “Do You Want Me?”; “Swift”; “I Like To Party”; “Black’s Magic”; “Start The Party”; “Let’s Talk About Sex”; “I Don’t Know”; “Live And Let Die”; and “Independent,” registered with the U.S. Copyright Office under Registration No. SR0000137242;
 4. The Sound Recording “Let’s Talk About AIDS,” registered with the U.S. Copyright Office under Registration No. SR0000149947;
 5. The album *Very Necessary*, including the Sound Recordings “Groove Me”; “No One Does It Better”; “Somebody’s Gettin’ On My Nerves”; “Whatta Man”; “None Of Your Business”; “Step”; “Shoop”; “Heaven Or Hell”; “Big Shot”; “Sexy Noises Turn Me On”; “Somma Time Man”; “Break Of Dawn”; and “I’ve Got AIDS,” registered with the U.S. Copyright Office under Registration No. SR0000190603; and,
 6. The unregistered sound recording “Emphatically No.”

As you know, the U.S. Copyright Act permits artists to terminate copyright grants to “any work other than a work made for hire.” 17 U.S.C. § 203. In the Counter-Notice, your Client suggests that these Sound Recordings previously granted to your Client are not terminable because they are purported “works made for hire.” However, the Counter-Notice omits a key agreement relating to these Sound Recordings – specifically, that certain recording artist and production agreement dated May 15, 1986, by and between Noise In the Attic Productions, Inc. (“NITA”), Sandra Denton and Cheryl James (the “1986 NITA Agreement”). A copy of the 1986 NITA Agreement is enclosed for reference as **Exhibit A**.

The 1986 NITA Agreement covers our Clients’ exclusive recording services and is coterminous with the May 15, 1986 Production Agreement between Next Plateau Records, Inc. (“NPR”) and Herb Azor (the “1986 NPR Agreement”). Indeed, the 1986 NITA Agreement acknowledges that NITA, Mr. Azor’s production company, was entering into the 1986 NPR

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Thomas Kjellberg, Esq.
September 12, 2024
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Agreement to distribute our Clients' Sound Recordings after they were created under the 1986 NITA Agreement.

The 1986 NITA Agreement contains a grant or transfer of rights (which is inherently legally terminable under the Copyright Act) from our Clients to NITA for the Sound Recordings:

As between Company [NITA] and Artist, Company shall be the sole and exclusive owner of any and all rights, title and/or interest in and to the master recordings recorded hereunder, including but not limited to the worldwide sound copyrights therein and the renewal rights thereto.

(1986 NITA Agreement, Section H.) Critically, the 1986 NITA Agreement does not include any language stating that the Sound Recordings are “works made for hire” for either NITA or NPR. As such, the rights to the Sound Recordings previously granted to your Client are in fact subject to termination under Section 203 of the U.S. Copyright Act. 17 U.S.C. § 203.

We intend to pursue all legal avenues available on behalf of our Clients in order to recapture the rights to these Sound Recordings, including seeking all possible damages, injunctive or other equitable relief available under the law. We request that your Client promptly respond to this letter in writing on or before September 27, 2024. In the alternative, please let us know if you are amenable to having a discussion with the goal of achieving a global resolution prior to either side expending significant time and/or resources on litigation.

To be clear, this letter is being sent in an attempt to achieve a prompt resolution of this matter, and to avoid unnecessary expense. Nothing contained in this letter is intended to be or should be considered as an admission of any fact or a waiver of any right, all of which are expressly reserved.

Please do not hesitate to contact the undersigned if you have any questions.

Sincerely yours,



DAVID M. PERRY

cc: Sandra Denton and Cheryl James (via email)
Jennifer Justice, Esq. (via email)
Sarah Meister, Esq. (via email)
Sarah Scott, Esq. (via email)

EXHIBIT A

NOISE IN THE ATTIC PRODUCTIONS, INC.
2711 Humphrey Street
East Elmhurst, NY 11369

As of May 15, 1986

Ms. Cheryl James
and Ms. Sandra Denton
p/k/a "Salt -N- Pepa"
c/o Joseph Lloyd Serling, Esq.
10 Columbus Circle
Suite 2210
New York, NY 10019

Ladies:

The following when signed by you, individually and collectively and p/k/a "Salt -N- Pepa" (hereinafter individually and collectively referred to as "Artist") and by Noise In The Attic Productions, Inc. (hereinafter referred to as "Company") will constitute the agreement between Artist and Company with respect to Company providing Artist with production services as well as with respect to Artist rendering Artist's exclusive personal services to Company as a recording artist, as well as granting Company certain exclusive rights with respect to Artist pertaining to audio-visual exploitation. "Distribution Company", for the purposes of this agreement shall mean Next Plateau Records, Inc. with whom Company is entering into an agreement (a copy of which is annexed hereto as Exhibit A) for the distribution of audio and/or audio-visual recordings recorded by Artist simultaneously herewith (the "Distribution Agreement") or any other phonograph recording company set forth upon Schedule A annexed hereto and made a part hereof with whom Company hereafter enters into a Distribution Agreement with respect to Artist's recordings.

A. Territory: The Universe.

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path 7-8/25/88
rev. 12/1/88

B. Term: This agreement shall commence on the date set forth above and shall continue in full force for the period equal to the term of the Distribution Agreement. Notwithstanding anything to the contrary contained in this agreement, in no event shall the term of this agreement extend longer than: (a) nine (9) months after delivery to the Distribution Company of the third LP album recorded hereunder by Artist subsequent to the LPs entitled "Hot Cool & Vicious" and "A Salt With A Deadly Pepa"; or (b) October 31, 1993; whichever occurs sooner.

C. Product Commitment: Artist shall record that number of master recordings sufficient to constitute the recording obligations contained in the Distribution Agreement. Notwithstanding the foregoing, in no event shall Artist be required to record master recordings constituting in excess of three (3) LP albums in addition to the LPs recorded hereunder entitled "Hot Cool & Vicious" and "A Salt With A Deadly Pepa". Company and Artist agree to record master recordings constituting three (3) such additional LPs during the term hereof. Further, Company agrees to use its best efforts to cause the United States commercial release of at least one (1) such additional LP during each twelve (12) month period during the term hereof, the first such period commencing November 1, 1988.

D. Royalties:

1. Artist shall receive fifty (50%) percent of all United States and foreign royalties actually paid to and received by Company or on behalf of Company at Company's written designation from the Distribution Company derived from the sale or other exploitation of Artist's recordings.

2. Artist's royalty hereunder shall be computed and reduced in the same manner (i.e., based upon the same percentage of

net sales, subject to the same proportionate reductions for club sales, budget sales, PX sales, sales of "singles"; etc. and other non-retail sales; subject to the same packaging deductions and tax deductions; not payable on "free-goods" records, cut-outs, scrap records and records sold at less than full prices; and subject to the same exchange rate provisions, "free-goods" restrictions and reserve limitation and liquidation provisions) and subject to the same escalations as Company's royalty is computed, reduced and/or escalated by the Distribution Company.

3. Company will use its best efforts to have Artist's accountings to be rendered and Artist's royalties to be paid, directly to Artist by the Distribution Company.

E. Advances:

1. Company shall pay Artist fifty (50%) percent of all advances Company receives from the Distribution Company in connection with the material recorded by Artist hereunder, exclusive of that part of the advances, if any, which shall be utilized for actual recording costs (as defined herein);

2. All advances (except recording costs) made by Company to Artist pursuant to this agreement shall be recoupable solely against the royalties (other than mechanical royalties) payable to Artist pursuant to this agreement; and

3. Artist's advances shall be paid to Artist by Company not later than twenty (20) days after Company's receipt of the applicable advances from the Distribution Company.

F. Recording Costs:

1. Company shall determine recording costs for all product recorded under this agreement in consultation with Artist.

2. All recording costs shall be recoupable against the entire royalty (other than mechanical royalties) payable to Company by the Distribution Company (including, without limitation, the royalties payable by the Distribution Company directly to Artist).

G. Creative Elements: All creative elements (i.e., selection of studio, material, producer, etc.) in connection with the masters recorded hereunder shall be mutually determined by Company and Artist, provided, however, that in the event of a dispute between Company and Artist with respect thereto, the decision of the Distribution Company shall control. Herb Azor is hereby deemed as the approved producer of all LP albums recorded hereunder.

H. Company's Rights: During the Term, Artist shall be exclusive to Company as an audio and/or audio-visual recording artist (inclusive of all exclusive audio and/or audio-visual rights required by the Distribution Company). For the purposes of this agreement, the term "audio and/or audio-visual recording artist" is defined to mean Artist's performances embodied on all forms of recording and reproduction by which sound may be recorded now known or which may hereafter become known, including, without limitation, magnetic recording tape, film, electronic video recordings, and any other medium or device for the production of artistic performances, whether embodying (i) sound alone or (ii) sound synchronized with visual images, e.g. "sight and sound devices". As between Company and Artist, Company shall be the sole and exclusive owner of any and all rights, title and/or interest in and to master recordings recorded hereunder, including but not limited to the worldwide sound copyrights therein and the renewal rights thereto. Notwithstanding anything to the contrary in this agreement, Artist may perform as a background musician and vocalist ("sideman"), a producer for third parties and/or a programmer for third parties for the purposes of making phonograph records for others, as well

as rendering substantially non-musical performances in films, television, etc., for third parties subject, however, to the applicable provisions and/or restrictions of the Distribution Agreement, and further provided that such activities do not unreasonably interfere with Artist's material obligations to Company pursuant to this agreement.

I. Accountings: Company shall use its best efforts to have Artist accounted to , and Artist's royalties paid, directly by the Distribution Company. Notwithstanding the foregoing, in the event that Company is unable to have Artist accounted to, and Artist's royalties paid, directly by the Distribution Company, then Company shall account to Artist as to royalties payable to Artist hereunder within twenty (20) days following Company's actual receipt (or the actual receipt by Company's written designee) of accountings and royalties from the Distribution Company, but in no event less than semi-annually. Such accountings shall be accompanied by payment of royalties, if any, earned by Artist during the preceding accounting period, less any recoupable amounts hereunder. Artist shall have the right to appoint a certified public accountant or attorney to inspect the books and records of Company insofar as the same pertain to the subject matter of this agreement; provided, however, that such inspection shall take place only upon reasonable notice, not more frequently than once in any calendar year during which Artist received a statement, and at the sole expense of Artist. Artist shall be deemed to have consented to all royalty statements and other accountings rendered by Company under this agreement and each such royalty statement or other accounting shall be conclusive, final and binding, shall constitute an account stated, and shall not be subject to any objection for any reason whatsoever unless specific objection in writing, stating the basis thereof, is given by Artist to Company within two (2) years after the date rendered. No action, suit or proceeding of any nature in respect to any royalty statement or other accounting rendered by Company to

Artist under this agreement may be maintained against Company unless such action, suit or proceeding is commenced against Company in a court of competent jurisdiction within thirty (30) months after the date rendered.

J. Producer:

1. All royalties to any individual producer of any master recordings recorded hereunder who is a member of Company's staff or is in any way affiliated and/or associated with Company ("Staff Producer"), shall be the sole responsibility of and paid by Company from its percentages of royalties hereunder. All fees, advances or other payments payable to any Staff Producer shall not constitute either an advance to Artist or recording costs and shall be recoupable solely against royalties payable to Company (other than royalties payable to Artist) by the Distribution Company.

2. With respect to any individual producer of any master recordings recorded hereunder other than a Staff Producer:

(a) Company shall be solely responsible to pay from its percentages of royalties hereunder, all royalties to such producer; and

(b) Company shall be solely responsible to pay from its percentage of advances hereunder any fees, advances or other payments to such producer which shall constitute recording costs, and shall be recoupable as set forth in subparagraph F.2.

K. Name and Likeness: Artist grants to Company the worldwide right in perpetuity to use Artist's name and, subject to Artist's prior approval, Artist's likeness, biography and other identification (all of the foregoing referred to as "Artist's Identification") for the purposes of advertising, promotion and

other trade purposes solely in connection with the audio and/or audio-visual recordings made pursuant to this agreement, and in connection with so-called "institutional" advertising, promoting Company's and/or the Distribution Company's general trade or business. Notwithstanding the foregoing, Company's failure to obtain Artist's prior approval with respect to the foregoing shall not be deemed to be a breach hereof in the event that Company has used its reasonable efforts to obtain such approval or such approval cannot be obtained within a reasonable time in those circumstances where "time is of the essence" in making decisions with respect thereto. Further, Artist grants to Company during the term of this agreement the sole and exclusive worldwide right to use Artist's Identification for general trade purposes, including, but not limited to the merchandising, advertising, promotion, selling, endorsements, leasing, licensing or other commercial exploitation of Artist's Identification in connection with goods and services, provided however, that Company shall pay Artist fifty (50%) percent of the Net Receipts which Company derives therefrom not later than twenty (20) days after Company (or Company's written designee) actually receives such Net Receipts. "Net Receipts" for the purpose of this paragraph K shall be defined to mean all gross receipts payable or accruing to or on behalf of Company with respect to such merchandising, advertising, promotion, selling, endorsements, leasing, licensing or other commercial exploitation of Artist's Identification, less any sums actually paid by Company on an "arm's length" basis to bona fide third parties in connection with the same, and less applicable taxes.

L. Additional Documents: Artist agrees to execute, and deliver to Company, without charge, all appropriate documents including, without limitation, Artist Guarantees and Inducement Letters, required by the Distribution Company and/or by Company in connection with the Distribution Agreement. Further, Artist agrees to comply with, and be bound by, all of the terms of the

Distribution Agreement that are applicable to Artist and that are generally considered standard in the phonograph record industry (including, without limitation, "controlled compositions clauses").

M. Controlling Law: The parties agree that this agreement shall be enforced and construed pursuant to the laws of the State of New York, applicable to agreements to be wholly performed in the State of New York. The State and Federal Courts located in the City, County and State of New York only are granted jurisdiction of all controversies arising out of this agreement between the parties hereto.

N. Copies of Distribution Agreement and Royalty Statements: Company shall furnish Artist with a copy of the Distribution Agreement promptly after the Distribution Agreement has been fully executed, and with a copy of each royalty statement received by Company from the Distribution Company promptly after such royalty statement is received.

O. Warranties and Indemnification:

1. Artist is not now or during the Term shall not be a party to or bound by any contract or agreement which will interfere in any manner with complete performance of the within agreement by Artist. Artist is under no disability, restriction or prohibition with respect to its right to sign and perform under this agreement.

2. Artist agrees to and does hereby indemnify, save and hold Company harmless of and from any and all loss and damage (including reasonable attorneys fees) arising out of or connected with any claim by any one or more third parties or any act by Artist which is inconsistent with any of the warranties, representations, and/or agreements made by Artist herein, and agrees to reimburse Company on demand for any payment made by it at

any time with respect to any liability or claim to which the foregoing indemnity applies which has been settled with Artist's prior written consent, not to be unreasonably withheld, or which has resulted in a judgment against Company. Pending the determination of any claim involving such alleged breach or failure, Company may withhold sums due Artist hereunder in an amount reasonably consistent with such claim. Notwithstanding the foregoing, Artist shall have the right to post a bond in an amount equivalent to the sums being withheld by Company in respect of any such claim with a good and sufficient surety reasonably approved by Company, and thereafter Company shall release and pay Artist such withheld sums. Artist shall have the right to participate in the defense of any such claim at Artist's own cost and expense.

P. Suspension/Force Majeure Events:

1. Company reserves the right by written notice to Artist to suspend its obligations hereunder and/or to extend the term hereof for the duration of the following contingencies if by reason of such contingencies it is materially hampered in the recording, manufacture, distribution or sale of records, or its normal business operations become commercially impracticable: labor disagreements, fire, catastrophe, shortage of materials, or any cause beyond Company's control, provided that no such suspension shall exceed six (6) months with respect to such contingencies involving only Company.

2. In the event of any default or breach by Artist in the performance of any of Artist's material obligations or warranties hereunder, Company, by written notice to Artist, in addition to any other rights or remedies which it may have at law or otherwise, at its election, may terminate the Term or may suspend its obligations hereunder for the duration of such default or breach, provided that no such termination or suspension shall

relieve Company of its obligations to timely account and pay Artist with respect to prior delivered product(s).

Q. Injunctive Relief: Artist expressly agrees that Artist's services hereunder are of a special and unique character and that Company's right to represent Artist as Artist's sole and exclusive record production company and Artist's obligation to solely and exclusively utilize Company in such capacity are unique, irreplaceable and extraordinary rights and obligations and that any breach or threatened breach by Artist thereof shall be material and shall cause Company immediate and unavoidable damages which cannot be adequately compensated for by money judgment. Accordingly, Artist agrees that, in addition to all other remedies which may be available to Company in the event of any such breach or threatened breach by Artist, Company shall be entitled to seek equitable relief to enforce the provisions of this agreement.

R. Cure Period: No breach or default by either party hereunder, shall be deemed material unless the defaulting party has failed or refused to cure such breach or default within thirty (30) days following the date of written notice thereof from the party claiming such breach or default ("Cure Period"), except that, with respect to any allegation by Artist that Company has failed to timely account and pay amounts due Artist hereunder, such Cure Period shall be eight (8) business days (in lieu of said thirty (30) day period) from Company's receipt of written notice thereof from Artist.

S. Notices: All notices hereunder required to be given to Company shall be sent to Company at its address first mentioned herein and all royalty statements (and payments) and all notices to Artist shall be sent to Artist at Artist's address first mentioned herein, or such other address as each party respectively may hereafter designate by notice in writing to the other. All notices

shall be in writing and shall be sent by registered mail or certified mail, return receipt requested (except that royalty statements and payments may be sent by regular mail). The day of mailing of any such notice shall be deemed the date of the giving thereof, except notice of address change shall be deemed given when received. Copies of all notices to Company shall be sent to Ronald L. Skoler, Esq., 300 West 55th Street, Suite 2R, New York, New York 10019. Copies of all notices to Artist shall be sent to Joseph Lloyd Serling, Esq., 10 Columbus Circle, Suite 2210, New York, New York 10019.

T. Group Artist/Leaving Member:

1. Artist warrants, represents and agrees that, for so long as this agreement shall be in effect, Artist will perform together as a group for Company. If any individual comprising Artist refuses, neglects or fails to perform together with the other individuals comprising Artist in fulfillment of the obligations to be performed under this agreement or leaves the group, the remaining members of Artist and such individual shall each give Company prompt written notice thereof, by certified mail, return receipt requested. (The term "Leaving Member" shall hereinafter be used to define each individual who leaves the group or no longer performs with the group, or each member of the group if the group disbands). Company shall have the right (to be exercised within one (1) month following its receipt of Artist's notice):

(a) To continue with the services of any such Leaving Member pursuant to subparagraph T.4. below: and/or

(b) To continue with or to terminate this agreement with respect to the remaining member(s) of the group Artist, whether or not Company has exercised its rights to continue with the services of a Leaving Member.

2. A Leaving Member shall not, without Company's express prior written consent, use the professional name of the group in any commercial or artistic endeavor.

3. The person(s), if any, engaged to replace the individual(s) whose engagement is terminated shall be mutually agreed upon by Company and the remaining members of Artist.

4. In addition to the rights provided in the preceding paragraphs, Company shall have, and Artist hereby grants to Company, an irrevocable option for the individual and exclusive services of each Leaving Member as follows: Said option, with respect to such individual Leaving Member, may be exercised by Company given such Leaving Member notice in writing within one (1) month after Company receives the notice provided for in subparagraph T.1. above. In the event of Company's exercise of such option, such Leaving Member shall be deemed to have entered into an agreement with Company with respect to such individual's exclusive recording services upon all the terms and conditions of this agreement.


Please signify your agreement to the foregoing by signing where indicated below.

Sincerely,

NOISE IN THE ATTIC PRODUCTIONS, INC.

By: 

ACCEPTED AND AGREED TO:



CHERYL JAMES (ss# 076-66-1862)



SANDRA DENTON (ss# 089-64-4565)

p/k/a "SALT -N- PEPA"

SCHEDULE A

WARNER BROS.

ARISTA

COLUMBIA

A & M

CAPITOL

ATLANTIC

EMI-AMERICA

EPIC/PORTRAIT AND ASSOCIATED LABLES

POLYGRAM/POLYDOR

RCA

ELEKTRA/ASYLUM

MCA

MERCURY

CHRYSLIS

GEFFEN

SIRE

ISLAND

MANHATTAN

VIRGIN

EXHIBIT I

April 1, 2025

Ms. Gladys Sanchez
Senior Director, Business Affairs
Universal Music Enterprises
2220 Colorado Ave.
Santa Monica, CA 90404
Gladys.sanchez@umusic.com

Dear Ms. Sanchez:

Reference is hereby made to that certain Section 203 Exploitation Agreement by and between UMG Recordings, Inc. (“UMG”), on the one hand, and Sandra Denton (“Denton”) and Cheryl James (“James”) collectively and professionally known as “Salt-N-Pepa” (the “Artist”), on the other hand, dated as of July 12, 2024 (the “Exploitation Agreement”).¹


Pursuant to Section 203 of the United States Copyright Act of 1976, the Artist properly served termination notices on UMG in connection with certain sound recordings (the “Sound Recordings”). In response, UMG “took down” (as the term is known in the industry) the Sound Recordings, thereby preventing the Sound Recordings from generating revenue and preventing the Artist from exploiting its own work. Upon reaching out to UMG, UMG let it be known that it disagreed that the rights to the Sound Recordings had reverted to the Artist despite Section 203’s clear language. Accordingly, UMG representatives, Susan Hilderley and Gladys Sanchez, suggested that the Parties enter into the Exploitation Agreement in order to shield UMG from a claim of copyright infringement while the Parties discussed UMG purchasing the rights to the Sound Recordings from the Artist.

Eight (8) months have now passed, and UMG has not even tried to enter into negotiations regarding the Sound Recordings: no offer has been made by UMG, nor has UMG even engaged in good faith discussions regarding any such potential proposal. In the meantime, the Artist has complied with all of its obligations under the terms of the Exploitation Agreement, including allowing UMG to exploit the Sound Recordings and collect income from that exploitation. To date, Artist has approved over \$1MM worth of licenses in connection with the Sound Recordings—all of which, absent the Exploitation Agreement, should have been passed thru 100% to the Artist given the Artist’s termination pursuant to Section 203. For its part, UMG appears intent on continuing to indefinitely “dispute the effectiveness and validity of the Termination Notice” while continuing to profit from the Sound Recordings. This was not the intent of the Parties in entering into the Exploitation Agreement. Accordingly, Artist is hereby terminating the Exploitation Agreement and demanding recapture and repayment of the full value of the Sound Recordings.

¹ UMG and Artist shall sometimes be collectively referred to herein as the “Parties.”

Therefore, this letter confirms that, as of today, Artist hereby gives notice to UMG of the termination of the Exploitation Agreement in accordance with its terms. Pursuant to Section 5 of the Exploitation Agreement, termination shall be effective in ten (10) days (*i.e.*, as of April 10, 2025).

Sincerely,
Signed by:



C5237C271C484C4...

Signed by:



AAD3E6A40B5A4CE...

Cheryl James

cc: Jennifer Justice
Sarah Scott
Sarah Meister
Susan Hilderley
Jeff Harleston
Heidi Crikelair
David Perry
Roy Arnold

EXHIBIT J



UNIVERSAL MUSIC GROUP

April 10, 2025

VIA EMAIL AND PRIORITY MAIL

Ms. Sandra Denton
Ms. Cheryl James
c/o Jennifer Justice, Esq.
Via Email: jennifer@thejusticedept.com

Re: Salt-N-Pepa – Section 203 US Copyright Termination Claim & Exploitation Agreement

Dear Gentleperson(s):

I write on behalf of UMG Recordings, Inc. (“UMG”) in response to your letter dated April 1, 2025 (the “Letter”), in which you, among other things, notify UMG that you are terminating that certain Section 203 Exploitation Agreement, dated July 12, 2024 (the “Exploitation Agreement”), pursuant to Paragraph 5.(b) thereof.

UMG is disappointed in your decision because we believe it is in the parties’ mutual benefit that UMG continue to exploit the Sound Recordings¹ while the parties attempt to resolve the §203 Dispute. Nevertheless, while continuing to dispute the validity and effectiveness of the Termination Notice and without waiving any of its rights, defenses and remedies, UMG is ceasing all U.S. exploitation of the Sound Recordings at this time.

We disagree with your assertion that UMG has not made any attempts to negotiate a settlement with respect to the claims set forth in the Termination Notice. We made various offers between October 26, 2022 through mid-2023, and had subsequent calls with your counsel in an effort to reach a settlement. Because the parties remained far apart on the financial terms, we proposed mediation multiple times as an attempt to break through the logjam and try to come up with a mutually acceptable resolution, but each time our offer to mediate was either rejected or not responded to.

¹ All defined terms herein shall have the meaning set forth in the parties’ Exploitation Agreement.

As for your “demanding recapture and repayment of the full value of the Sound Recordings”, it is unclear what you mean. If the suggestion is that UMG is somehow obligated to pay you one hundred percent (100%) of the revenues that UMG collected during the term of the Exploitation Agreement in connection with the Sound Recordings, there is no basis for that. The Exploitation Agreement provides that UMG’s continued exploitation of the Sound Recordings during the term of the Exploitation Agreement would be subject to UMG accounting pursuant the terms of the applicable Recording Agreements, which UMG has done. To the extent that you are simply reiterating your position that you effectuated termination of UMG’s U.S. rights in the Sound Recordings, UMG rejects that contention for the reasons set forth in our counsel’s correspondence to you.

UMG reiterates its willingness to amicably resolve the termination claims, and continues to believe that mediation is the best path forward to accomplishing the foregoing. Therefore, UMG remains open to engaging in mediation at your earliest convenience.

This letter is not intended to be a complete statement of the facts or the law and is without prejudice to any of UMG’s rights, remedies, or defenses, all of which are hereby expressly reserved.

Sincerely,

Gladys Sánchez

Gladys Sánchez
Business Affairs
*Universal Music Enterprises, a division of UMG
Recordings, Inc.*

cc: Susan Hilderley, Esq.
Sarah Scott, Esq.