

TARBET, LESTER & SCHOEN, PLLC
ATTORNEYS AT LAW

JONATHAN TARBET, ESQ.
BRIAN J. LESTER, ESQ.
DENISE R. SCHOEN, ESQ.

RUDOLPH J. FUSCO, ESQ.

(631) 907-3500 (TELEPHONE)
(631) 907-3501 (FACSIMILE)

WWW.EASTHAMPTONLAWYERS.COM

Thomas Lippolis

September 29, 2010

Re: Copy of Contract

Dear Mr. Lippolis:

As you are aware, this law firm represents Ms. Farley and all her related entities; as previously discussed your position as her manager was terminated for reasons known to each of you on August 6, 2010.

Enclosed please find a copy of your management contract as you requested. Ms. Farley's accountant is in the process of determining what your final payment should be according to the terms of the management agreement and the Jwoww Beauty agreement; as soon as those numbers are available I will contact you to discuss payment.

Due to trademark issues that we were unable to solve, Filthy Couture, LLC is no longer a viable enterprise and has been shut down; the website no longer exists and any sales (eleven total orders for T-shirts) have been cancelled and the monies refunded to the purchaser.

This action was necessary to avoid a trademark dilution lawsuit. Due to the trademark issue, Filthy Couture has no value and will not be included in any final payment to you.

Finally, it has come to Ms. Farley's attention that you may be possession of certain photos of her that may be derogatory to her image and in violation of her contract with MTV. Ms. Farley has also received information, from several sources, that you may be attempting to market such photos to the media. At this time, we would request that all photos, negatives and digital images of Ms. Farley be returned to this office as soon as possible.

ARTIST MANAGEMENT AGREEMENT

AGREEMENT made this 26th day of March, 2010 by and between Jenni Farley as Jenni Farley, LLC (Artist) whose address is [REDACTED] hereinafter referred to as "Artist" and Thomas Lippolis (Manager) whose address is [REDACTED] hereinafter referred to as "Manager");

WITNESSETH

WHEREAS, Artist wishes to engage Manager as Artist's sole and exclusive Manager in the Entertainment Field (As used herein, "Entertainment Field" shall be defined as any and all activities in or in connection with the fields of recording, personal appearances, television, radio, motion pictures, stage, merchandising, endorsements, commercials, video recordings, print, publishing and all entertainment media now known or hereinafter known anywhere in the world) ;

NOW THEREFORE, in consideration of the mutual promises herein contained, it is agreed and understood as follows:

1. Manager agrees to render such advice, guidance, counsel, and other services as Artist may reasonably require to further her career in the Entertainment Field and to develop new and different areas within which her artistic talents can be developed and exploited, including but not limited to the following services:
 - (a) to represent Artist and act as her negotiator, to fix the terms governing all manner of disposition, use, employment or exploitation of Artist's talents and the products thereof; and,
 - (b) to supervise Artist's professional employment, and on Artist's behalf, to consult with employers and prospective employers so as to assure the proper use and continued demand for Artist's services; and
 - (c) to be available at reasonable times and places to confer with Artist in connection with all matters concerning Artist's professional career, business interests, employment, and publicity; and,
 - (d) to exploit Artist's personality in all media, and in connection therewith, to approve and permit for the purpose of trade, advertising and publicity, the use, dissemination, reproduction or publication of Artist's name, photographic likeness, facsimile signature, voice and artistic and musical materials; and,
 - (e) to engage, discharge and/or direct such theatrical agents, booking agencies and employment agencies, as well as other firms, persons or corporations who may be retained for the purpose of securing contacts, engagements or employment for Artist; and,
 - (f) to represent Artist in all dealings with any union; and,
 - (g) to exercise all powers granted to Manager pursuant to Paragraph 4 hereof.

2. Artist hereby appoints Manager as her sole personal manager in all matters usually and normally within the jurisdiction and authority of personal manager, including but not limited to the advice, guidance, counsel, and direction specifically referred to in Paragraph 1 hereof. Artist agrees to seek such advice, guidance, counsel, and direction from Manager exclusively and agrees that she will not engage any other agent, representative, or manager to render similar services, and that she will not perform said services on her own behalf and she will not negotiate, accept, or execute any agreement, understanding, or undertaking concerning her career in the Entertainment Field without Manager's prior consent.

3. Artist hereby authorizes Manager for the term of this Agreement and any extensions hereof to sign, make, execute, accept, endorse, collect and deliver any and all bills of exchange, checks, and notes; to demand, sue for, collect, recover, and receive all goods, claims, money, interest and other items that may be due her or belong to her; and to make, execute, and deliver receipts, releases, or other discharges therefore under sale or otherwise and to defend, settle, adjust, compound, submit to arbitration and compromise all actions, suits, accounts, reckonings, claims, and demands;

4. (a) As compensation for the services to be rendered hereunder, Manager shall receive from Artist at the end of each calendar month during the term hereof a sum of money equal to TEN PERCENT (10%) of Artist's gross monthly earnings if such earnings are less than TEN THOUSAND (\$10,000.00) dollars per month, TWELVE PERCENT (12%) of Artist's gross monthly income if such monthly income is more than TEN THOUSAND (\$10,000.00) dollars and less than TWENTY THOUSAND (\$20,000) dollars per month and FIFTEEN PERCENT (15%) of Artist's gross monthly income if such income is more than TWENTY THOUSAND (\$20,000) dollars per month, and Artist hereby assigns to Manager an interest in such earnings to the extent of said percentages. However, Manager shall be entitled to TEN PERCENT (10%) of any one engagement or performance in which the compensation exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)

(b) The term "monthly gross earnings", as used herein, refers to the total of all earnings, which shall not be accumulated or averaged whether in the form of salary, bonuses, interest percentages, shares of profits, merchandise, products, properties, or any other kind or type of income which is reasonably related to Artist's career in the Entertainment Field.

(c) The compensation agreed to be paid to Manager shall be based upon gross monthly earnings (as defined herein) of Artist accruing to or received by Artist during the term of this Agreement or subsequent to the termination of this agreement as a result of any services performed by Artist during the term hereof or as the result of any contract negotiated during the term hereof and any renewal, extension, or modification of this Agreement.

5. Artist shall be solely responsible for payment of all booking agencies, fees, union dues, publicity costs, promotional or exploitation costs, traveling expenses and/or wardrobe expenses and reasonable expenses arising from the performance by Manager of services hereunder. In the event that Manager advances any of the foregoing fees, costs, or expenses on behalf of Artist, or incurs any other reasonable expenses in connection with Artist's professional career or with the performance of Manager's services hereunder, Artist shall promptly reimburse Manager for such fees, costs, and expenses.

6. Artist warrants that she is under no disability, restriction, or prohibition with respect to her right to execute this Agreement and perform its terms and conditions. Artist agrees to indemnify Manager and hold Manager harmless against any damages, costs, expenses, fees (including attorney's fees) incurred by Manager in any claim, suit, litigation, or proceeding instituted against Manager and arising out of any breach or claimed breach by Artist of any warranty, representation, or covenant of Artist. Artist agrees to exert her best reasonable efforts to further her promotional career during the term of this Agreement, and to cooperate with Manager to the fullest extent in the interest of promoting Artist's career.
7. The term of this agreement shall be an at-will agreement and can be terminated with thirty (30) days notice to either party with or without cause.
8. Manager agrees to maintain accurate books and records of all transactions concerning Artist, which books and records may be inspected during regular business hours by a certified public accountant designated by Artist upon reasonable notice to Manager.
9. During the term of this Agreement, it is understood and agreed that there shall be no change or modification of this Agreement unless reduced to writing and signed by all parties hereto. No waiver or any breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof.
10. It is agreed that as a condition precedent to any assertion by Artist or Manager that the other is in default in performing any obligation contained herein, the party alleging the default must advise the other in writing by Certified United States Mail of the specific obligation which it claims has been breached and said other party shall be allowed a period of SIXTY (60) days from the receipt of such written notice within which to cure such default.
11. This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto.
12. (a) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the internal laws of the State of New York, and its validity, construction, and performance shall be governed by the laws of the State of New York applicable to agreements made and to be wholly performed therein. Should any dispute or controversy arise between the parties hereto with reference to this Agreement or the employment herein provided for, the parties shall first attempt to settle such dispute or controversy by voluntary mediation for a period of thirty (30) days, and if settlement is not reached, then by conciliation and arbitration in accordance with the conciliation and arbitration provisions of the American Arbitration Association. Accordingly, in such event, any action or proceeding brought by any party hereto shall be submitted to arbitration to the American Arbitration Association in New York. This arbitration provision shall remain in full force and effect notwithstanding the nature of any claim or defense hereunder.
- (b) The use of the masculine gender in this Agreement shall be deemed to include the feminine whenever the context shall so require.

IN WITNESS WHEREOF, the parties hereunder have subscribed their signatures in the day and year first above written.

by

MANAGER

by

ARTIST

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)

COUNTY OF NASSAU)

I, **Jenni Farley**(Artist) of Franklin Square, County of Nassau, State of New York, hereby appoint **Thomas Lippolis**(Manager), of Franklin Square, County of Nassau, State of New York, as my attorney in fact, to act in my name and in my behalf to execute contracts for my personal services as a performing artist and to perform all acts of whatever kind and nature as may be necessary or proper in the preparation and execution of said contracts and I agree to appear and perform said contracts. This Special Power of Attorney also authorizes Thomas Lippolis to act in my name and in my behalf to execute contracts for associated marketing contracts, website development, e-commerce or any other business related contract.

This instrument is to be construed and interpreted as a Special Power of Attorney whereby Thomas Lippolis is empowered to make valid and binding contracts for my personal services as a performing artist or otherwise as described above. The rights, powers, and authority of my attorney in fact, Thomas Lippolis, to exercise any and all of the rights and powers herein granted shall begin on March 26, 2010 and such rights, power, and authority shall remain in full force and effect until a written notice of termination signed by me is delivered to Thomas Lippolis or his services as my manager/agent is terminated according to the terms of the attached contract.


Artist

DATED: March 26, 2010

STATE OF NEW YORK

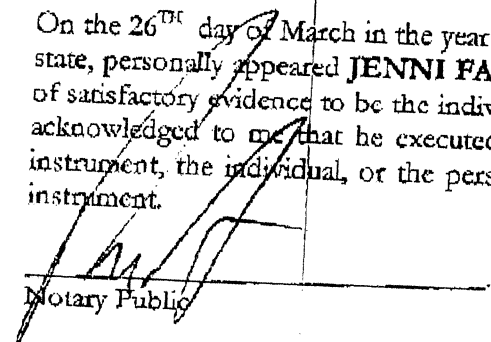
)

)ss:

COUNTY OF NASSAU

)

On the 26th day of March in the year 2010, before, the undersigned, a Notary Public in and for said state, personally appeared **JENNI FARLEY** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Rudolph J. Fusco Jr.
State of New York Notary Public
Qualified in Suffolk County
No. 02FU6148597
Commission Expires 08/26/2012