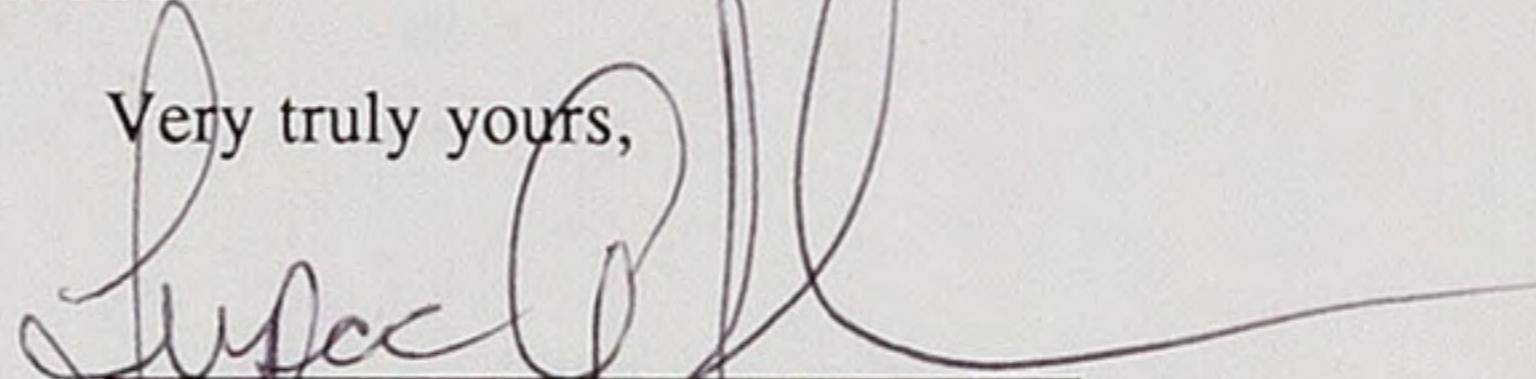
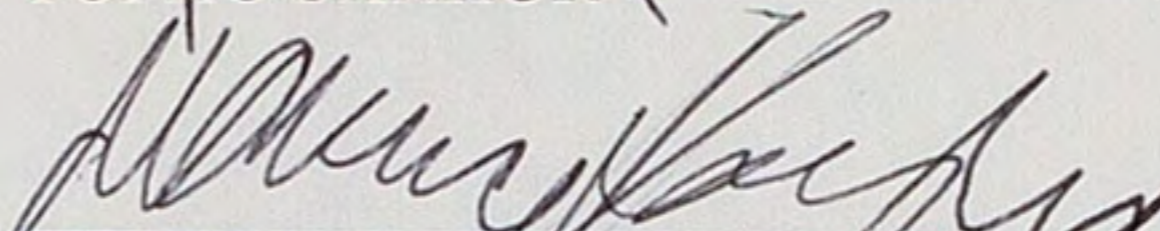
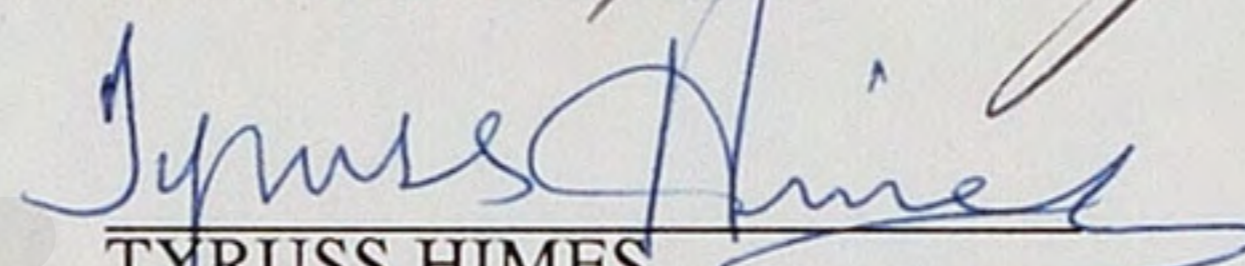


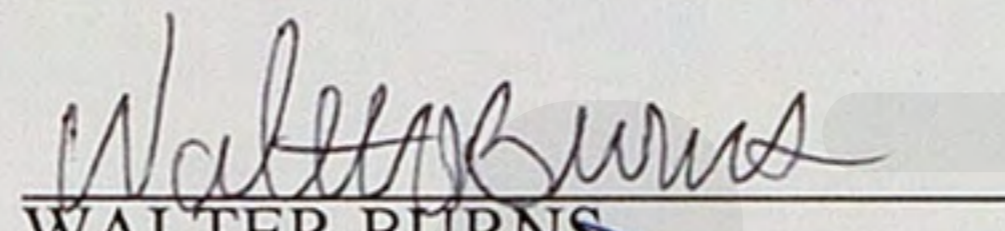
NEGOTIATION AND EXECUTION OF THE ARTIST'S AGREEMENT AND OF THIS INDUCEMENT LETTER AND THAT WE EITHER HAVE RETAINED AND HAVE BEEN REPRESENTED BY SUCH LEGAL COUNSEL OR HAVE KNOWINGLY AND VOLUNTARILY WAIVED OUR RIGHT TO SUCH LEGAL COUNSEL AND DESIRE TO ENTER INTO THIS INDUCEMENT LETTER WITHOUT THE BENEFIT OF INDEPENDENT LEGAL REPRESENTATION.

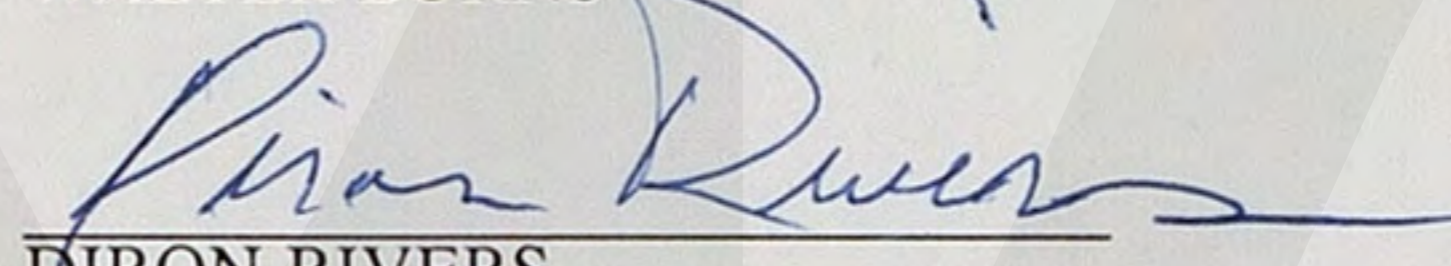
Very truly yours,


TUPAC SHAKUR


MAURICE HARDING


TYRUSS HIMES


WALTER BURNS

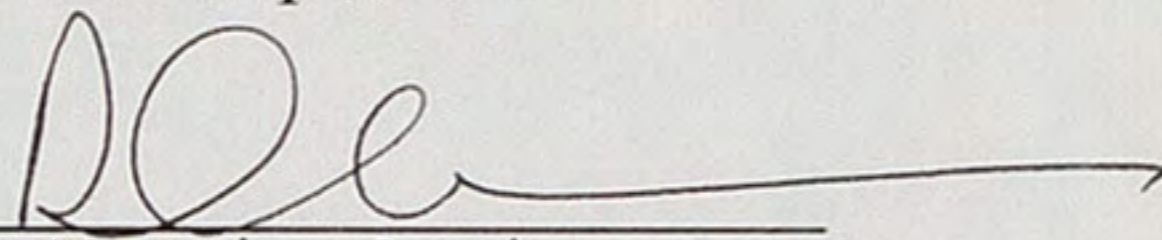

DIRON RIVERS

p/k/a "Thuglife"

ACCEPTED AND AGREED TO:

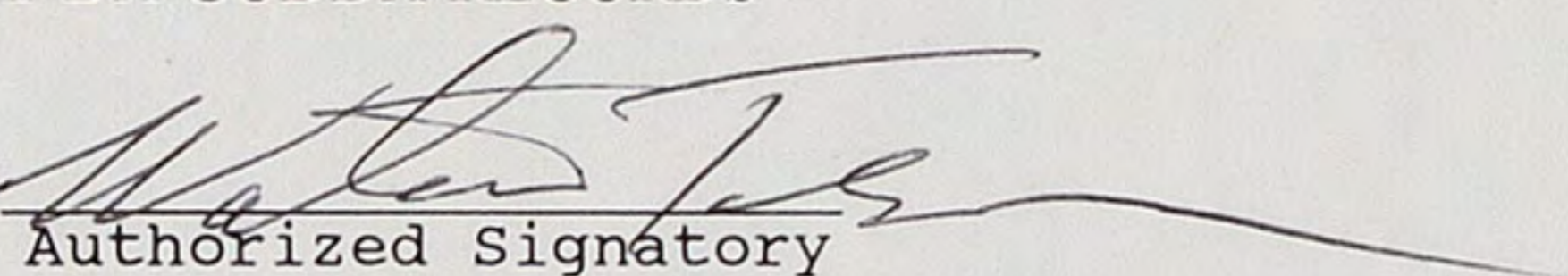
INTERSCOPE RECORDS,
a California general partnership,
by its general partner

INTERSCOPE RECORDS, INC.,
a Delaware corporation

By: 
An Authorized Signatory

CONSENTED AND AGREED TO:

OUT DA GUDDA RECORDS

By: 
An Authorized Signatory

AGREEMENT made this 1st day of August, 1994, between INTERSCOPE RECORDS, a California general partnership (hereinafter "Interscope") and OUT DA GUDDA RECORDS, a corporation (referred to herein as "you",) furnishing the services of TUPAC SHAKUR (the "Key Member"), together with such other individuals as shall be designated by you, from time to time, as members of the recording group professionally known as "THUGLIFE" (the Key Member and such other members as shall be designated by you are individually and collectively referred to herein as "Artist"). The members designated by you as members of Artist are sometimes referred to herein as "Designated Members."

1. TERM

1.01. (a) The term of this agreement will begin on the date first written above.

(b) The initial Contract Period of the term will end nine (9) months after the earlier of the dates referred to in sections (1) and (2) below:

(1) the date of completion of the lacquer, copper, or equivalent masters to be used in manufacturing the disc Phonograph Records units to be made for distribution in the United States from the last Master Recordings made in fulfillment of your Recording Commitment for that Contract Period under paragraph 3.01 below; or

(2) the date thirty (30) days after you give Interscope notice that you have completed the Delivery of those Master Recordings,

but will not end earlier than one (1) year after the date of its commencement.

1.02. You grant Interscope six (6) separate, consecutive and irrevocable options to extend that term for additional Contract Periods ("Option Periods") on the same terms and conditions, except as otherwise expressly provided in this agreement. Each of those options shall be exercised by Interscope, if at all, by notice to you not later than the expiration date of the Contract Period which is then in effect (the "current Contract Period"). Each Option Period for which Interscope exercises its option will begin immediately after the end of the then-current Contract Period and will end nine (9) months after the earlier of the dates referred to in sections 1.01(b)(1) and (2) above.

2. SERVICES

2.01. During the term of this agreement you will furnish the services of Artist to render services as a performing artist for the purpose of making Master Recordings for Interscope, you will cause those Recordings to be produced and you will Deliver the Recordings to Interscope, as provided in this agreement. The current Designated Members of Artist are Maurice Harding, Tyruss Himes, Walter Burns and Diron Rivers. Your obligations hereunder include furnishing the services of all Designated Members.

2.02. (a) Your obligations will include furnishing the services of the producers of those Master Recordings and you will be solely responsible for engaging and paying them. (Producers of Master Recordings hereunder are referred to herein as "Producers".)

(b) If Interscope, instead, engages Producers for any of those Master Recordings, or if the Producers of any such Recordings are regularly employed on Interscope's staff or render their services under contract with Interscope, your royalty account and the production budget for the recording project concerned will be charged with a Recording Cost item in the amount of the fee concerned and/or advance payable to such Producer(s) pursuant to their agreement with Interscope and your royalty on Phonograph Records made from those