

EXHIBIT A

Shawn Carter p/k/a "Jay-Z"
% Codikow, Carroll, Guido & Groffman, LLP
660 Madison Avenue, 10th Floor
New York, New York 10021
Attention: Michael Guido, Esq.

LETTER OF DIRECTION

Dated: September 1, 2001

Roc-A-Fella Records, LLC
825 Eighth Avenue, 29th Floor
New York, New York 10019

Re: Shawn Carter p/k/a "Jay-Z" -w- Roc-A-Fella Records, LLC

Gentlemen:

1. I have engaged Angry Blonde Productions, Inc. ("Productions") to furnish the services of Marshall Mathers p/k/a "Eminem" ("Producer"), pursuant to a production agreement between me and Productions (the "Producer Agreement") to produce master recording entitled, "Renegade" (the "Recording"), to be initially embodied on my forthcoming album for you currently entitled, The Blueprint (the "Album"), under the above-referenced agreement between you and me dated January 12, 1997, as amended, regarding my exclusive recording services (the "Agreement").

2. Although the Agreement requires me to pay for the services of Productions, I hereby irrevocably request and authorize you to pay to and in the name of Roc-A-Fella Records, LLC payments for the Productions' services on my behalf, as follows:

(a) Intentionally deleted.

(b) (i) A royalty (the "Producing Royalty") on net sales of the Album which embody the Recording through normal retail channels in the United States ("USNRC Sales"), computed, escalated, adjusted, pro-rated, reduced and paid in the same manner as the royalty payable to me under the Agreement, at the same times and subject to the same conditions, but at a basic LP rate of four percent (4%) instead of the rate fixed in the Agreement, with proportionate reductions on all sales for which reduced royalties are payable under the Agreement.

(ii) Intentionally deleted.

(iii) If a phonograph record embodying the Recording produced hereunder contains recordings other than the Recording (including the Album), the Producing Royalty otherwise payable to Productions hereunder shall be pro-rated by multiplying such royalty by a fraction, the numerator of which is the number one (1) thereon and the denominator of which is the total number of royalty-bearing master recordings (inclusive of the Recording) embodied thereon.

(iv) The Producing Royalty will not be payable until you have recouped all recording costs (excluding any personal advances to me) attributable to the Recording under the Agreement. Such recoupment shall be computed at my net royalty rate (i.e., the "all-in" royalty payable to me less the royalties payable to Productions) for the Recording. After such recoupment, the Producing Royalty will be computed retroactively and paid on all such records from the first record sold. Notwithstanding anything to the contrary contained herein, the Producing Royalty shall be paid to Productions no later than the date the Album has achieved USNRC Sales in excess of five hundred thousand (500,000) units, as reported by SoundScan, irrespective of the recoupment of my account.

(v) With respect to the commercial exploitation of audiovisual recordings ("Videos") embodying the Recording, Productions' royalty shall be an amount equal to fifty percent (50%) of the amount determined by multiplying my royalty for such Video by a fraction, the numerator of which is equal to the Producing Royalty and the denominator of which is equal to my "all-in" royalty rate for USNRC Sales of the Album, and Productions' royalty shall be paid, not paid, reduced, pro-rated, calculated and adjusted, but not escalated, in the same manner as my royalty for such Video. Notwithstanding anything to the contrary contained herein, Productions shall not be credited with any royalty in respect of a Video unless and until you have recouped all costs incurred in the production of such Video from its net receipts in respect of such Video (as net receipts are determined pursuant to the Agreement). Following such recoupment, Productions' royalty for such Video shall be credited to Productions' account on a prospective basis only.

(vi) The amount of the Producing Royalty will be deducted from all royalties, except mechanical royalties, payable or becoming payable to me under the Agreement.

(c) Costs in connection with any so-called "samples" incorporated into the Recording shall be deducted from Productions' account in accordance with paragraph 10 of the Producer Agreement.

(d) The foregoing shall apply beginning with the first accounting period that ends at least three (3) months after your receipt of this letter.

3. Your compliance with this authorization will constitute an accommodation to me alone, and Productions or Producer is not a beneficiary of or party to this instrument or any other agreement between you and me. All payments hereunder will constitute payment to me and you will have no liability by reason of any erroneous payment you may make or failure to comply with this authorization; provided that you shall be liable for any erroneous overpayments made solely as a direct result of your failure to abide by the specific terms of this letter of direction. I will indemnify and hold you harmless against any claims asserted against you and any damages, losses or expenses incurred by you by reason of any such payment or otherwise in connection herewith, subject to the terms and conditions of the Agreement.

4. All monies becoming payable under this authorization shall be remitted to Productions at the following address or otherwise as Productions directs you in writing:

Angry Blonde Productions, Inc.
% Seckendorf, Stein & Hasson, CPA
3000 Marcus Avenue, Suite LL08
Lake Success, New York 11042
Attention: Bruce Seckendorf, CPA

5. (a) Subject to the prior written approval of Aftermath Entertainment/Interscope Records, you shall have the right to use Productions' and Producer's name, approved likeness and approved biographical materials in connection with the sale, advertising and promotion of the Album and other records derived from the Recording. Productions shall have a right of approval for all photographs and biographical material concerning Producer used by you in such connection, which approval shall not be unreasonably withheld and shall be deemed to have been given three (3) business days following Productions' receipt of such material, unless Productions or I notify you to the contrary within said three (3) business day period.

(b) Productions shall be accorded credit in respect of the Recording on the liner notes of Albums which embody the Recording produced hereunder as follows: "Produced by Eminem for Angry Blonde Productions, Inc." Such credit shall be placed:

(i) in the liner notes of any album, tape cassette and compact disc (and any other configurations) of Albums embodying the Recording; and

(ii) In all domestic trade and consumer advertisements of one-half (½) page or larger, and Billboard strip advertisements, issued by or under your control, provided that such advertisements pertain to records solely embodying the Recording, subject to your policies.

An inadvertent, nonrecurring failure by you to comply with this paragraph shall not be deemed a breach of any agreement; provided you shall prospectively cure such failure promptly after your receipt of notice thereof.

6. The Recording (excluding the underlying musical composition(s)) produced by Producer shall be considered a "work made for hire" for you. Such Recording (excluding the underlying musical composition(s)) and the performances contained thereon and recordings derived therefrom shall from inception of their creation be entirely your property in perpetuity throughout the world, under copyright and otherwise, free of any claim whatsoever by me, Productions, Producer and/or any third party, and you shall have the right to register the copyrights in such Recording (excluding the underlying musical composition(s)) in your name or in the name of your designees(s) and to secure any and all renewals and extensions thereof. Without limiting the generality of the foregoing, Productions, Producer and I hereby assign to you all of our right and title to the copyrights in perpetuity throughout the world in and to such Recording (excluding the underlying musical composition(s)), recordings derived therefrom and any and all renewals and extensions of such copyrights. Notwithstanding the foregoing, the rights granted to you by me in this paragraph shall be subject to the terms and conditions of the Agreement.

Very truly yours,



Shawn Carter p/k/a "Jay-Z"

ACCEPTED AND AGREED:

Angry Blonde Productions, Inc.
EIN: 06-1601177

By: 
An authorized signatory