

AGREEMENT

Agreement ("Agreement") dated the 18 day of November 1996 by and between SUPREME PROMOTIONS LIMITED of 35 Burlington Avenue, Kingston 10 in the parish of St. Andrew, Jamaica (hereinafter called the "Producer") and the individual members (hereinafter called the "Artists") performing as CHRIS WALLACE / BIGGIE SMALLS ("Group". Hereinafter "Group" shall be deemed to include all artists.) in connection with that certain live performance, audio recording, audio-visual recording, motion picture and/or television production tentatively entitled \_\_\_\_\_ (hereinafter referred to as the "Program")

1. Services : Producer hereby engages group and group hereby agrees to appear at STING on 20 Dec 1996 at a time to be designated by producer and to perform \_\_\_\_\_ music as one of the acts in the production of the program for a minimum of 30 minutes. Group agrees to render all services in accordance with the reasonable instructions of producer as to the time, length and nature of such performance.
2. Compensation : Producer shall subject to the provisions set out below pay group and group shall accept as full compensation and consideration for all of group's services hereunder and for all rights granted hereunder the sum of \$ 15,000.00 payable following the completion of all the group's obligations hereunder and on execution of this agreement.
3. Grants of Rights : Group hereby grants to Producer the exclusive right in perpetuity (hereinafter called the "term") to distribute exhibit perform license and otherwise exploit throughout the universe (hereinafter called the "territory") to the fullest extent the Program (including

20

Group's performances and associated footage contained therein and the material perform by Group therein), in all media, now known or which may hereafter come into existence, including but not limited to pay-per-view television, and the right to use the Group's/Artist's names and/or likenesses in connection with the Program, and the advertising and promotion thereof. Group agrees that Producer shall have the right to exploit the Program containing Group's performance on audio tape, compact disc, phonorecords, audio cassettes, digital audio tape, home video devices, laser discs, "high definition" NTSC, or similar devices without express prior written consent. Group acknowledges that any and all of the results and proceeds of Group's services in connection with the Program are and will be created by them as a "work-made-for-hire" under the U.S. Copyright Act and Jamaica Copyright Act, specially ordered or commissioned by Producer for use as a part of an audio-visual work. Producer shall have the right to use, refrain from using, change, modify, add to, subtract from and to exploit, advertise, and exhibit in any manner and in any and all media as Producer in its sole discretion shall determine subject to the reservation of rights included herein.

4. Credit : Upon condition that Group is not in material default and fully performs all services and obligations to be performed hereunder, Group shall be entitled to receive credit in the Program on screen in the following form:

BIGGIE SMALLS

(Name of Group)

No casual or inadvertent failure by Producer nor any failure by any third party, to comply with the foregoing credit provisions will constitute a breach of this Agreement.

5. Representations and Warranties : Group hereby warrants and represents that (a) Group is free to enter into this Agreement and to grant all rights herein granted and to perform all services hereunder, (b) Group is not a party to any recording contract or other agreement, whether exclusive or nonexclusive, which would prohibit or restrict any use of the Program (including Group's performances contained therein and the material perform by Group therein) granted herewith, and (c) neither Group's performances in the Program, the material performed by Group in the Program nor Producer's use thereof shall violate or infringe upon any common law or statutory rights of any party including, without limitation, contractual rights, copyrights, rights of privacy or publicity, or constitute unfair competition, be libelous or slanderous. In the event that the Group is contractual obligated to any third party which would prohibit or restrict the Group's ability to enter into this Agreement with the Producer, the Group shall seek, obtain and communicate to the Producer the necessary release from such in writing third party prior to the payment by the Producer of views herein before provided for.

6. Miscellaneous :

(a) Group/Artists jointly and severally hereby indemnify and hold Producer harmless from and against any and all costs, liabilities, claims, damages and expenses (including Attorney's fees) which may occur as a result of any breach of Group's/Artists' representations, warranties or covenants hereunder.

(b) Nothing herein shall be deemed to obligate Producer to use in any or all versions of the Program, the services of Group or the results, materials or proceeds thereof, and Producer shall be fully discharged of his obligations, if any, hereunder by payment to Group of the applicable compensation as set forth hereinabove subject to the terms and conditions hereof.

(c) The rights granted or agreed to be granted to Producer hereunder shall be irrevocable vested in Producer, and Group's sole remedy, in the event of a breach by Producer, shall be the right to seek money damages, if any, incurred as a result of such breach. In no event shall Group have the right to rescind this Agreement or the rights herein granted or to seek any injunctive or other equitable relief whatsoever in connection

\_\_\_\_\_, which is an in-concert videotape performed together with spoken words.

- C. The type, maximum duration and number of uses of the compositions to be recorded are visual-vocal /full-use/unlimited use per Composition respectively.
- D. The "Territory" covered hereby is the world.
- E. As full and final consideration of the rights granted to Producer hereunder, Producer shall pay the sum of \$15,000.00 (\$ \_\_\_\_\_) Dollars for all Compositions, in accordance with Paragraph 2 above, to be paid upon execution and delivery hereof, to \_\_\_\_\_ ("Publisher") and Publisher hereby grants to Producer, its successors and assigns ("Producer") the non-exclusive, unlimited right, license, privilege and authority to record in the Territory the aforesaid type and use of the Compositions in synchronism or in timed-relation with the Device, but not otherwise, and to make copies of such recordings in the form necessary for, video-cassette, High Definition NTSC, laser disc, broadcast on television, in nightclubs and for home video as hereinafter provided for.
- F. Publisher grants the right to exhibit the Device and the performance thereof, or parts therefrom, in the Territory in nightclubs and by any and all means of television, including without limitations, by means of "pay television" "subscription television" "CATV" "closed circuit television into homes" and "free television."
- G. The General grants of rights hereunder shall endure in perpetuity.
- H. Publisher warrants that it has the legal right to grant this license and this license is given and accepted with all warranties and recourse. If a court of competent jurisdiction shall render a final judgement that said warranty shall be breached in whole or in part, Publisher shall hold Producer harmless in respect of all of Producer loss. Producer will give Publisher prompt notice of any claim and Publisher will assume the defense thereof at Publisher's expense.

(d) Producer shall have the customary rights of a Producer in the motion picture and television industry as to suspension, extension and termination in the event of any force majeure, disability, or default hereunder.

(e) This Agreement, along with its appendices, if any, contains the full and complete understanding between the parties with reference to the within subject matter, supersedes all prior agreements and understandings whether written or oral pertaining thereto, and cannot be modified except by a written instrument signed by the party against whom the same is sought to be enforced. This Agreement shall be governed by the Laws of Jamaica.

7. Mechanical license : I. Laing of Supreme Promoter (hereinafter referred to as the "Licensor") hereby grants to SUPREME PROMOTIONS LIMITED of 35 Burlington Avenue, Kingston 10 in the parish of Saint Andrew, Jamaica (hereinafter referred to as the "Licensee") the non-exclusive worldwide license to use, in whole or in part, the copyright musical composition;

Entitled : (See Schedule B)

By : I. Laing  
Supreme Promotions

in the recording, manufacture and sale of:

- A. Single - a non-visual single record in disk form;
- B. Album - a track on a non-visual phonograph record album in disk form;
- C. Tape - a segment of visual or non-visual prerecorded tape in reel to reel, cassette or cartridge form;
- D. Tracks from Audio-visual devices - a track or album on or from an audio-visual device including "high definition"/NTSC recordings,

(6)

and recordings on laser discs or the like.

- E. Compact Discs, Digital Audio tapes, and any and all mechanical means of sound reproduction.

and for no other purpose or use, to be manufactured and sold or distributed worldwide in accordance with the provisions of not only Section 115 of the General Revision of the Copyright Law but also Copyright Law of the United States of America (Title 17, U.S.C.) as amended.

This license is limited to the use set forth above but shall include all other forms of recorded sounds. If Licensee notifies the Licensor in writing to license the performance licensed hereunder in connection with prerecorded tapes, in any configuration, or if Licensee notifies the Licensor, in writing, to license the performance to a record club, the Licensor shall issue a mechanical license directly to the user upon the terms and conditions which are in accordance with the then current policies of the Licensor.

This license covers not only the particular recording and use mentioned herein of said musical composition but also is licensable and assignable, except by the licensee. This license supersedes any prior licenses now in force respecting recordings of said musical composition.

F. It is expressly agreed that all royalties payable hereunder are paid in full, without recourse of further payment.

8. Synchronization License: Licensor (Publisher) grants to Producer non-exclusive license under the following terms.

- A. The Musical compositions (the "Compositions") covered by this license are the Compositions listed on Schedule "A" attached hereto and made a part hereto.
- B. The audio-visual device (the "Device") covered by this license is a Device embodying a live concert performed in accordance with Paragraph 1 hereinabove, by the group p/k/a \_\_\_\_\_

- I. The termination of this license shall not render the making or the distribution, or both of the Device embodying the Compositions as an act of copyright infringement.
- J. This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto. Producer may assign this Agreement to any third party.
- K. This license shall be governed by and be subject to the Laws of Jamaica and all claims, disputes or disagreements which may arise out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the courts of Jamaica.
- L. All notices hereunder required to be given to the parties hereto and all payments and royalties to be made hereunder shall be sent to the parties at their addresses mentioned herein or to such other addresses as each parties respectively may hereafter designate by notice in writing to the other.
- M. Producer shall use its best efforts to cause Publisher to be accorded credit with respect to the Compositions in the tail credits of the Device in substantially the following manner: All (applicable) songs Published by (Name of Music Publisher J. King). The placement and type size of such credit shall be at the discretion of Producer.

IN WITNESS WHEREOF, we have hereunto set our hands this 18 day of

Nov 19 96

Producer : I Lang - Sting

By : Chris Smith

Band Members/Publisher/Licensors

Chris Dallow / B.S.S.

Received \$5,000.00  
Cash deposit  
on 11/18/96

Witness By  
D. Thomas