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**EXHIBIT C**

**TO**

**DECLARATION OF MARC GUILFORD**

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UNITED STATES DISTRICT COURT  
IN THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

EIGHT MILE STYLE, LLC and  
MARTIN AFFILIATED, LLC,

Plaintiffs,

vs.

Case No. 2:07-CV-13164

Hon. Anna Diggs Taylor

Magistrate Judge Donald A. Scheer

APPLE COMPUTER, INC.

and AFTERMATH RECORDS d/b/a

AFTERMATH ENTERTAINMENT,

Defendants.

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The Videoconference and Videotaped Deposition of

HOWARD B. ABRAMS,

Taken at 500 Woodward Avenue, Suite 4000,

Detroit, Michigan,

Commencing at 2:04 p.m.,

Wednesday, October 8, 2008,

Before Denise M. Kizy, CSR-2466, RPR, CRR.

1 Q. Can the licensing record label license the composition  
2 to the third party licensee under the controlled  
3 composition clause in the contract with the artist?

4 MR. BUSCH: Object to form, incomplete  
5 hypothetical, vague and ambiguous, calls for a legal  
6 conclusion, and you're asking him a question about an  
7 unknown contract with unknown terms between unknown  
8 parties, and I object to the -- I object to it.

9 THE WITNESS: Well, the basic point,  
10 because you've got to read this in context with the  
11 both preceding and subsequent sentences, is that these  
12 clauses in terms of being a license in and of  
13 themselves do not apply to unaffiliated third parties.  
14 The practice of the industry has been these  
15 unaffiliated third parties must get separate  
16 mechanical licenses.

17 BY MR. POMERANTZ:

18 Q. What's your basis of your knowledge about that  
19 particular practice in the industry?

20 A. From reading about it, from talking to people.

21 Q. Could you turn to the top of page four of your report?

22 A. Mm-hmm.

23 Q. At the top of that page, you have clauses one through  
24 five.

25 Do you see that?