

Redacted Pursuant to Protective  
at Request of Music Force LLC

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**DISTRIBUTION & ADMINISTRATION AGREEMENT**

This Distribution Agreement (the "Agreement") is entered into as of 1/01/2004, by and between The Music Force Media Group, LLC., 18344 Oxnard Street, Suite 101, Tarzana, CA 91356 ("Distributor") and Robert H. Caldwell p/k/a Bobby Caldwell located at 65 Chapman Heights, Las Vegas, Nevada 89138, and Henry G. Marx d/b/a HMK Management at 4658 Worster Ave, Sherman Oaks, CA 91423, jointly, the copyright owners of the master recordings which are the subject of this Agreement ("Owners").

In consideration of the mutual promises made herein, Distributor and Owners agree as follows:

**1. Distributor's Rights**

Owners hereby appoint Distributor as their exclusive agent and representative to distribute Records derived from any and all master sound recordings owned and controlled by Owners and listed in Schedule A, which by this reference hereof is made a part hereto (hereinafter referred to as the "Catalog") through Normal Record Retail Channels throughout the universe ("Territory"), and to perform all related services and functions. The term "Records" shall mean and refer to finished goods sound recording devices in all configurations derived from (the "Catalog"). The phrase "Normal Record Retail Channels" ("NRRC") shall mean and refer to those channels of distribution through which Records normally are sold, including (but not limited to) sales of Records through distributors, wholesalers, retailers and other dealers ("Customers"). In addition to the foregoing, Distributor shall have the exclusive right to distribute and sell the Catalog through any and all forms of digital distribution or commerce (the so-called "Digital Rights") now or hereafter known, as well as the right to use the Catalog for all other purposes, including (but not limited to) the licensure thereof, and to sell Records through any distribution channel other than NRRC, including direct to consumer mail order, and Record Clubs. Owners grants and licenses to Distributor all of Owners applicable rights, including (but not limited to) contractual and copyright rights (including, any and all third-party licensing of any kind or nature), to engage in such activity for and on Owners behalf. While this Agreement is exclusive as to Owners, it is non-exclusive to Distributor, which also represents other Companies.

**2. Distributor's Obligations**

(a) It is understood that Distributor shall furnish all customary services of a music distributor in the United States music industry through its "source distributor" (presently Ryko Distribution, or other such national source distributor as Distributor shall choose, in its sole discretion, including but not limited to, UMG, SONY, BMG, WEA, Naxos, RED, ADA, Koch, or other nationally recognized independent source distributor), and that, in addition to such customary services provided Owners, Distributor shall directly provide those services on a worldwide basis through its foreign sub licensees, or by direct exporter, as well as, those services set forth in paragraph 2 (b) through (e) below or any part thereof.

(b) Distributor shall advance all approved costs necessary to fund the provisions of this Agreement, on a timely basis. Such costs include, but are not limited to, source distributor fees, (the current agreement with RYKO being [redacted] of Gross sales less returns), costs of production, manufacturing, retail marketing, advertising to Customers, co-op advertising, mechanical royalties and all

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other approved third party costs. Distributor shall deduct all such costs from Net Sales (defined hereinafter) otherwise payable by Distributor in the Accounting Period during which Distributor incurs the out-of-pocket expenditure or credits. In the event that Net Proceeds are insufficient to fully reimburse said costs, then Owners shall pay any balance due within thirty (30) days of notice of such deficiency, after which, said deficiency shall be subject to the Security provisions described in paragraph 4(e).

(c) For the first newly recorded album released hereunder, Distributor shall make available up to [redacted] for all third-party marketing, promotion, publicity, artwork, third-party recording costs, and mastering. Any such funds expended for such purposes shall be subject to the same provisions described in sub-paragraph 2.(b) above, with regard to deficiency and the Security Interest. Any such expenses or any other monies expended under this Agreement shall be cross-collateralized against any and all gross income derived during any Accounting Period

(d) Maintenance of all books, records and accounting functions in connection with gross sales and all related adjustments and calculations.

(e) Distributor shall reasonably provide Owners with Distributor's experience and expertise regarding the exploitation of Owners product.

(f) As an inducement for Owners to enter into this Agreement, Distributor agrees to fund the recording of all additional albums in perpetuity on the basis provided herein ("New Masters") during the Term.

(g) For all New Masters, (not including the first Master hereunder) individually, Distributor and Owners shall, "in good faith", determine the amount of funding to be expended with regard to each individual New Master. All such New Masters shall be subject to Paragraph 2.(b)

(h) The exclusive right to bring and maintain any action to protect the copyrights hereunder, and the exclusive and sole right to settle and resolve any such claims and disputes.

### 3. Term

For good and valuable consideration receipt of which is hereby acknowledged, the Owners hereby assign this Agreement to Distributor and administrator in perpetuity. Owners shall deliver the Catalog to Distributor immediately upon execution of this Agreement and all album artwork in CD format along with all necessary licenses, approvals, consents and permissions.

### 4. Distribution & Administration Fee, Accounting and Security

(a) For and in consideration of Distributor's services hereunder, Owners agree to pay Distributor a Distribution and Administration fee on account of Gross Sales of Records less Returns ("Distribution and Administration Fee") as described hereinafter.

(i) ("Net Sales") of records shall equal Gross Sales less Returns and/or other credits of any nature or kind, including, but not limited to, any and all approved third-party party expenses and charges, as well as, those passed through from source distributor, customary in the recording industry.

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(ii) "Gross Sales" during any Accounting Period shall be the quantity of Records Sold during such period multiplied by the wholesale price for the Records at each applicable price point in each applicable configuration at the time of Sale. Distributor shall designate a manufacturer's suggested retail list price ("MSRLP") for Records from each applicable MSRLP category. Distributor shall establish wholesale prices for Records solely to conform with such prices established (or as may be changed from time to time throughout the Term) by Distributor. In the event Records are sold pursuant to an approved discount program, then the amount of such discount shall be deducted from the applicable wholesale price prior to the calculation of the Distribution Fee. Records are "Sold" during an Accounting Period upon shipment of Records to Customer. No Sale occurs on the distribution of Promotional Records; Free Goods; deletion of Records from catalog; the sale of any Record for less than [redacted] of its applicable wholesale price; shipment of records from the manufacturing facility to Distributor's warehouse. (In the case of discount programs, Distributor shall bill Customers for Records at the discounted price. (B) "Free Goods" are Records furnished by Owners or shipped by Distributor to Customers on a "no charge" basis, or as a sales inducement and shall not exceed [redacted] of records shipped.

(iii) "Returns" during any Accounting Period shall be the quantity of Records Returned by Customers during such Accounting Period (regardless of when the Record being Returned initially was sold), calculated and otherwise determined and adjusted in the same manner as provided by Distributor's standard policy.

(b) Distributor shall hold a [redacted] Reserve on account of future credits, rebates or adjustments for Returns payable by Distributor to Customers. Said reserve shall be liquidated within nine (9) months from the date said reserve was held. Notwithstanding the foregoing, in the event prospective returns exceed [redacted] based on sales experience of an individual title and guided by Distributor verified SoundScan reports, then Distributor shall be entitled to hold any reserve amount it deems appropriate based on said experience and history, in its sole business judgment

(i) At its option, Distributor may (but shall not be required to) retain and apply all or part of the Reserve against any sum due from Owners to Distributor, including without limitation the full amount of any current, cumulative or prospective credits, rebates and adjustments for Returns received, issued or committed by Distributor to be issued as of the close of any Accounting Period but not included in the determination of Net Sales for such Accounting Period. Distributor's rights in this regard shall be in addition to and not in lieu of its rights under any other provision of this Agreement, all or any of which may be exercised in any order or simultaneously. The Reserve shall be reduced by the amount so applied, if any

(c) For each preceding semi-annual accounting period ending June 30th, and December 31st, plus ninety (90) days in total after the end of such period in which Distributor is accounted to and paid by source distributor, to account for and pay any Net Proceeds (as defined below) due Owners, if any, derived during said period. (It is understood and agreed that Distributor and Owners shall share in the Net Proceeds on the following basis: [redacted] to Owners and a [redacted] Distribution and Administration Fee to Distributor) ("Accounting Period"). (Notwithstanding anything to the contrary contained herein, with regard to monies derived from third-party licensing hereunder, Distributor and Owners shall share any proceeds, less expenses, derived therefrom on the same [redacted] basis described above, unless elsewhere reduced herein. Distributor shall render and mail an accounting statement (the "Statement") to Owners, setting forth on a record by record basis, the dollar amount of Gross Sales,

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Returns, Net Sales and net income derived from third party licensing, if any, during such Accounting Period, together with a calculation of the Distribution and Administration Fee. The Statement also shall set forth any deductions therefrom pursuant to any provision of this Agreement, the amount of any credits to or debits against Owners Reserve Account; and Owners share of the dollar amount (if any) due Owners, as the case may be ("Net Proceeds"). Distributor shall thereafter account to Owners on a semi-annual basis, within ninety (90) days from each June 30<sup>th</sup> and December 31. Distributor shall render a single consolidated Statement for all Records sold hereunder, and Distributor may cross-collateralize and set-off all debits and credits owed by or to Owners in respect of any and all such Records, including mechanical royalties, so as to arrive at a net balance due to or payable by Owners hereunder. In the event the Statement shows a balance due and owing from Owners to Distributor, then it shall constitute an account stated and immediately shall be due and payable. If Owners fails to pay such balance within thirty (30) days after receipt of the Statement or invoice reflecting such balance due and same is not otherwise satisfied pursuant to paragraph 4 (e) below, then Distributor may charge Owners interest prospectively at the then prime rate, but not to exceed the maximum legal rate and, in addition to its other remedies in law, equity or under or pursuant to this Agreement, suspend or terminate its performance hereunder.

(d) Distributor shall permit Owners through its designated accountant or other qualified representative, familiar accounting practices in the record industry, and not currently involved in another audit of Owners, to audit all of Distributor's applicable books and records, at Distributor's principal place of business, at reasonable times during regular business hours. No such audit may take place more than once in any year, or more than once with respect to any Accounting Period.

(e) As security for its obligations undertaken hereunder, including (but not limited to) its obligation to pay Distributor the Distribution and Administration fee and any other fees, costs, and deficits herein of any nature whatsoever set forth herein, all costs associated with manufacturing, Returns and storage of inventory, Owners indemnification obligations, and to further secure Distributor's contractual rights as set forth herein during the Term, Owners hereby grant to Distributor a security interest (the "Security Interest") in and to the Catalog owned or controlled by Owners, all sound copyrights (p) in and to the Catalog, all rights to commercially exploit the Catalog, all contracts or other agreements in which Owners rights in and to the Catalog are set forth, and all Records in the possession or custody or under the control of any distributor of Records (the "Collateral"). Distributor shall be entitled to exercise its remedies under Article 9 of the California Commercial Code in the event of Owners' uncured default in the performance of any of such obligations. Except as Owners have separately advised Distributor in writing as of the date of this Agreement, the Security Interest is a "first position" security interest, in that Owners have not previously granted a security interest in the Collateral to any other person or entity; nor will Owners do so in the future, without Distributor's prior written consent. As evidence of and in order to perfect the Security Interest, Owners will execute a Copyright Mortgage, in the form of Exhibit B attached hereto (or such other UCC-1 Financing Statement forms that are appropriate for filing in other such jurisdictions and which are attached to Exhibit C hereto) and by this reference made a part hereof). Distributor may charge the filing fees for such UCC-1 Financing Statements to Owners as a distribution expense. Owners grant of a security interest to Distributor shall not be construed in a manner inconsistent with Distributor's interests.

(f) Notwithstanding the foregoing paragraph 4.(e), Distributor shall exercise its rights under said Security Interest (and other UCC -1 filings, if necessary), if Owners, with forty five (45) days written notice of Distributor's demand to Owners for payment of any overdue amount, have not paid such overdue

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amount. In the event Distributor shall exercise said rights, the copyright to the masters shall automatically be transferred and assigned to Distributor.


**5A. Owners Representations and Warranties:**


Owners covenant, represent and warrant to Distributor as follows:

- (a) Owners have the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and to grant to Distributor the exclusive rights set forth herein.
- (b) Owners entering into this Agreement and performing pursuant thereto will not result in or constitute any of the following: (i) a breach of any term or provision of this Agreement; or (ii) a default or an event that, with notice, lapse of time, or both, would be a default, breach, of any other agreement, instrument, or arrangement to which Owners is a party. Owners have not done or permitted to be done anything that may curtail or impair any of the rights granted to Distributor herein.
- (c) There presently are no liens, levies, encumbrances, claims, demands, disputes, litigation (or any other form of judicial or regulatory proceedings, pending or threatened), limitations of rights, or obligations upon, concerning or in connection with the Catalog (other than royalty obligations), Records, components or manufacturing parts thereof, or the rights granted to Distributor hereunder. There are no outstanding judgments, writs, garnishments or attachments against Owners or Owners property that would affect Distributor's rights hereunder, and there shall be none during the Term.
- (d) Owners shall maintain clear title to the Catalog and Records distributed hereunder throughout the Term. All costs of recording the Catalog have been paid in full. All of the performers and other persons whose services were furnished in connection with recording the Catalog (and each selection thereon) were free to furnish such services, without such conduct constituting a violation of any contract, contractual restriction or duty owed to any person.
- (e) Owners have written agreements in the nature of exclusive recording contracts or licensing agreements with all recording artists whose performances are embodied in the Catalog. Such written agreements grant ownership of the Catalog to Owners, or confer upon Owners at least the exclusive right to commercially exploit the Catalog throughout the Term, including (but not limited to) the right to derive and sell Records through NRRC and digital distribution; together with the right to use the name, image and likeness of each such recording artist for the purpose of marketing, promoting, merchandising and selling Records.
- (f) With respect to each Record furnished to Distributor hereunder, at the time of the manufacture, distribution, and sale of such Record, Owners will be the sole owner, assignee or licensee in the Territory of: (i) the Master from which such Record is derived; (ii) all performances embodied in such Record; (iii) the right to manufacture and distribute such Record in the Territory; (iv) all applicable sound recording copyrights in such Record; (v) all applicable copyrights in the graphic materials used in connection with the packaging, merchandising and commercial exploitation of such Record; (vi) all trademarks and tradenames used in or on such Record; and (vii) the right to license Distributor to distribute such Record in the Territory. Owners shall register such sound recording and other copyrights with the

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United States Copyright Office, and shall file such trademarks with the United States Patent and Trademark Office.

(g) With respect to each Record furnished to Distributor hereunder, at the time of the distribution of such Record, Owners will have the uncontested right and license to reproduce mechanically all compositions embodied in such Record, including all copyrighted compositions.

(h) Masters contained in the Catalog, Records, and all other materials and services furnished by Owners hereunder, including (without limitation) advertising and promotion activities, album jackets and other packaging, artwork, liner notes, credits, merchandising materials and similar items or services: (i) shall comply with all applicable laws and regulations, including (without limitation) those concerning trade regulation, payola, customs, obscenity, and (ii) shall not violate, breach or infringe any contractual right, common law right or statutory right of any person whatsoever (living or deceased), including (without limitation) rights with respect to patents, trademarks, tradenames, copyrights, defamation, and rights of privacy and publicity.

(i) If Owners are a members of the American Federation of Musicians ("A. F. of M."), or the performances of any musicians who are members of the A. F. of M. are embodied in the Catalog, then Owners presently is and shall remain in full compliance with all of the applicable terms and conditions of the Phonograph Record Labor Agreement, as the same subsequently may be extended, amended or modified, and has made all payments required thereunder. Owners further shall make all payments required under or pursuant to the Phonograph Record Trust Agreement (February, 1993) and the Phonograph Record Manufacturer's Special Payment Fund Agreement (February, 1993), as the same subsequently may be extended, amended or modified. Distributor shall not be required, as a condition to its distribution of Records hereunder, to execute an assumption agreement with the A. F. of M.

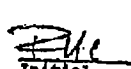
(j) If Owners are a members of the American Federation of Television and Radio Artists ("AFTRA"), or the performances of any vocalists who are members of AFTRA are embodied in The Catalog, then Owners presently is and shall remain in full compliance with all of the applicable terms and conditions of the 1993-1996 National Code of Fair Practices for Sound Recordings, as the same subsequently may be extended, amended or modified, and has made all payments required thereunder. Owners further shall make all payments to the AFTRA Health and Retirement Funds as required under or pursuant to the AFTRA Funds Agreement and Declaration of Trust dated November 16, 1954, as amended. Distributor shall not be required, as a condition to its distribution of Records hereunder, to execute an assumption agreement with AFTRA.


5B. Distributor's Representations and Warranties:

Distributor covenants, represents and warrants to Owners as follows:

(a) Distributor is currently a limited liability corporation in good standing and is duly qualified to transact business in the State of California. Notwithstanding the foregoing, Owners acknowledge and agree that Distributor is moving its primary offices to Nashville, TN, and this Agreement is executed thereunder and shall be operated and transacted from said office, and subject to the legal and corporate jurisdiction of the State of Tennessee. Distributor has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and to grant to Owners the exclusive rights set forth

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herein. The execution and delivery of this Agreement by Distributor, and the consummation of this transaction by Distributor, have been duly authorized by Distributor's Board of Directors and by all other necessary persons. No other approvals or consents of any persons are necessary in connection therewith.

(b) Distributor's entering into this Agreement and performing pursuant thereto will not result in or constitute any of the following: (i) a breach of any term or provision of this Agreement; or (ii) a default or an event that, with notice, lapse of time, or both, would be a default, breach, or violation of the Articles of Incorporation or Bylaws of Distributor, or any other agreement, instrument, or arrangement to which Distributor is a party. Distributor has not done or permitted to be done anything that may curtail or impair any of the rights granted to Owners herein.

(c) There presently are no liens, levies, encumbrances, claims, demands, disputes, litigation (or any other form of judicial or regulatory proceedings, pending or threatened), limitations of rights, or obligations upon, concerning or in connection with Distributor's business (other than royalty obligations), Records, components or manufacturing parts therefor. There are no outstanding judgments, writs, garnishments or attachments against Distributor or Distributor's property that would affect Owners property or rights hereunder, and there shall be none during the Term.

6. Inventory. Inventory shall be handled in the same manner, terms and conditions as the source distributor.

7. Miscellaneous

(a) Robert Caldwell, a co-owner of the Catalog hereby acknowledges the Henry Marx, a co-owner of the Catalog is also a principal of The Music Force Media Group, LLC, and that Caldwell has been advised to seek independent counsel and has chosen not to do so.


(b) The relationship between Distributor and Owners hereunder shall at all times be that of independent contractors; and (except as set forth herein) nothing shall render or constitute the parties as joint venturers, partners, agents or fiduciaries of each other. Neither Distributor nor Owners shall hold themselves out to third parties other than as set forth herein. No party shall be liable for any representation, act or omission of any other party. This Agreement is made for the sole benefit and protection of the parties hereto, and not for the benefit of any other person. No person not a party to this Agreement shall have any right of action hereunder.


(c) No failure by either party to perform any of its obligations hereunder shall be deemed a breach hereof unless such failure is material, and the party asserting such a failure serves the other with written notice of such failure, setting forth full particulars thereof, and the receiving party fails to cure such non-performance within sixty (60) days after receipt of such notice, or to commence to cure in the event that cure cannot reasonably be accomplished within such period of time.

(d) Owners and Distributor shall execute or cause to be executed any further documents necessary to fully effectuate the intent and purposes of this Agreement.

(e) If any part of this Agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, such decision shall not affect any other provisions hereof, and the

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remainder of this Agreement shall be effective as though such void, invalid, inoperative or unenforceable provision had not been contained herein.

(f) The Owners of the Catalog shall have the right to assign this Agreement to any entity in which they are principals. The parties acknowledge that Distributor shall delegate its performance of distribution services hereunder to its source distributor, and as such shall only be responsible for coordination and liaison between Owners and Ryko (except for those activities described in 2B (b) through 2B (g) above). In the event Distributor's current distribution agreement with Ryko Distribution is terminated, then Distributor shall have the right to obtain a new distribution agreement subject to the terms and conditions described in paragraph one (1.) herein. Distributor may assign this Agreement, upon giving written notice thereof to Owners, to any parent, subsidiary, affiliated or successor person or entity acquiring all or substantially all of Distributor's assets.

(g) Distributor has not made, and does not hereby make, any representation or warranty of any kind or nature with respect to the quantities of Records that may be sold or returned, or the prices at which the same may be sold or the proceeds that will or may be derived by Distributor or Owners pursuant to this Agreement. The extent of sales and Returns of Records hereunder, and the amount of proceeds that may be derived therefrom, is speculative. Subject to the mutual determination of amounts of Records to be shipped hereunder, the judgment of Distributor with regard to any matters affecting the sale or distribution of Records hereunder shall be binding and conclusive upon Owners. Owners shall not make any claim, nor shall any liability be imposed upon Distributor based upon any claim, that more sales could have been made than were made by Distributor, or that Returns were excessive.

(h) Personal property taxes, taxes on inventory and all other taxes or charges on Owners property shall be paid by Owners; and if such taxes or charges should be assessed to Distributor, then Owners shall pay to Distributor all sums required to discharge such liability. If taxes (e.g., sales, use, excise, value added) of any kind are or should hereafter become applicable to the services to be rendered or the transactions contemplated by this Agreement, then such taxes shall be added to the charges to be paid by Owners hereunder, and Owners shall pay same at the time when the invoice to which they pertain is due.

(i) Subject to paragraph 5B.(a) this Agreement shall be governed by the laws of Tennessee applicable to contracts made and to be performed therein. The jurisdiction and venue for any judicial proceeding regarding or pertaining to this Agreement shall lie in the United States District Court in the geographic area of Nashville, Tenn.

(j) All notices under this Agreement shall be in writing and shall be given by courier or other personal delivery or by registered or certified mail or e-mail at the appropriate address below or at a substitute address designated by notice by the party concerned. Notice initially may be given by facsimile, provided it subsequently is confirmed by mail. Notices shall be deemed given when delivered, if by courier or other personal delivery; when faxed, provided mailing takes place the same day; if mailed, on the date when mailed; and by e-mail provided, however, that a notice of change of address shall be effective only from the date of its receipt.

(k) This Agreement comprises the entire agreement between Distributor and Owners with respect to the subject matter hereof, all prior negotiations and understandings being merged herein. No person acting or purporting to act on behalf of Distributor has made any promises or representations upon

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which Owners has relied, except those expressly found herein. This Agreement may only be altered by an instrument in writing, executed by both Owners and an authorized officer of Distributor. Copies of all notices to the Owners shall be sent to the above address. Copies of all notices to the Distributor shall be sent to: Sin-Drome Music Distribution Att: Robert L. Rogel, Sr. VP, at the above address and a courtesy copy to Jay M. Coggan, Esq. at 1925 Century Park East, suite 2320, Los Angeles, CA 90067. Either party may change its notice address in the manner set forth herein.

(l) Each party (Indemnitor) shall defend, indemnify and hold harmless the other (Indemnitee) from any claims, expense (including reasonable attorneys' fees) and liabilities sustained or suffered by the Indemnitee resulting from any breach of any of the Indemnitors covenants, promises, representations or warranties or other agreements as are set forth in this Agreement and which result from a final, non-appealable judgment in a court or proceeding of competent jurisdiction or which is settled with the Indemnitor's prior written consent.

(m) If a party hereto commences a legal action or proceeding against to enforce rights or obligations arising out of this Agreement, the prevailing party in such action or proceeding shall, in addition to all other sums, be entitled to recover as an element of damages its actual costs and expenses, including reasonable attorneys fees and court costs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE OWNERS

THE MUSIC FORCE MEDIA GROUP, LLC.

By: Robert H. Caldwell  
Robert H. Caldwell d/b/a  
Bobby Caldwell

By: Henry Marx  
Henry Marx  
Manager Member

Taxpayer I.D. No.: 244-94-3550

Taxpayer I.D. No. \_\_\_\_\_

By: Henry G. Marx  
Henry G. Marx d/b/a  
HMX Management

Taxpayer I.D. No.: 057-42-3854

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SCHEDULE A

Masters which are subject to this Agreement

Song Title	ISRC	ALBUM UPC	ALBUM NAM
What You Won't Do For Love - Original	ISRC US-39C-04-00000	7 15776	
What You Won't Do For Love - 20th Anniversary	ISRC US-39C-04-00001	89302	TIMELINE
My Flame	ISRC US-39C-04-00002		
Coming Down From Love	ISRC US-39C-04-00003		
Loving You	ISRC US-39C-04-00004		
Jamaica	ISRC US-39C-04-00005		
Real Thing	ISRC US-39C-04-00006		
Even Now	ISRC US-39C-04-00007		
Don't Lead Me On	ISRC US-39C-04-00008		
Show Me Your Devotion	ISRC US-39C-04-00009		
Once Upon A Time	ISRC US-39C-04-00010		
I Give In	ISRC US-39C-04-00011		
Don't Ask My Neighbor	ISRC US-39C-04-00012		
Let It Be Me	ISRC US-39C-04-00013		
Baby It's Cold Outside	ISRC US-39C-04-00014		
Tell It Like It Is	ISRC US-39C-04-00015		
Good To Me	ISRC US-39C-04-00016		
What You Won't Do For Love - Original	ISRC US-39C-04-00000	7 15776	
Open Your Eyes	ISRC US-39C-04-00017	89562	TIME & AGAIN
In The Name Of Love	ISRC US-39C-04-00018		
Next Time I Fall (In Love)	ISRC US-39C-04-00019		
All Or Nothing At All	ISRC US-39C-04-00020		
Heart Of Mine	ISRC US-39C-04-00021		
Stay With Me	ISRC US-39C-04-00022		

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Saying It's Over  
 Janet  
 Without Your Love  
 Cry  
 Where Is Love  
 Love Lite  
 Shape I'm In  
 Rain  
 Every Time You Say My Name

Special To Me  
 My Flame  
 Love Won't Wait  
 Can't Say Goodbye  
 Come To Me  
 What You Won't Do For Love - Original  
 Kallmba Song  
 Take Me Back To Then  
 Down For The Third Time

Heart Of Mine  
 Real Thing  
 Next Time I Fall (In Love)  
 All Or Nothing At All  
 Saying It's Over  
 In The Name Of Love  
 Even Now  
 First Time  
 Stay With Me  
 China

Where Is Love  
 Once Upon A Time  
 One Love  
 Don't Worry 'Bout Me  
 Love Lite  
 Shape I'm In  
 Carrie Anne (You'll Never Know)  
 Never Take A Chance  
 Trying Times  
 Rina

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ISRC US-39C-04-00021  
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 ISRC US-39C-04-00049  
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I Get A Kick Out Of You	ISRC US- 39C-04-00051	7 1577 688923	STUCK ON Y
Don't Lead Me On	ISRC US- 39C-04-00052		
Stuck On You	ISRC US- 39C-04-00053		
Cry	ISRC US- 39C-04-00026		
Janet	ISRC US- 39C-04-00024		
Without Your Love	ISRC US- 39C-04-00025		
Promised Land	ISRC US- 39C-04-00054		
Don't Give Me Bad News	ISRC US- 39C-04-00055		
Solid Ground	ISRC US- 39C-04-00056		
Back To You	ISRC US- 39C-04-00057		
Every Man	ISRC US- 39C-04-00058		
All of My Love	ISRC US- 39C-04-00059	7 1577 688912	CARRY ON
Sunny Hills	ISRC US- 39C-04-00060		
Loving You	ISRC US- 39C-04-00064		
Words	ISRC US- 39C-04-00061		
Catwalk	ISRC US- 39C-04-00062		
Jamalca	ISRC US- 39C-04-00065		
You Belong To Me	ISRC US- 39C-04-00063		
Carry On	ISRC US- 39C-04-00064		
Sherry	ISRC US- 39C-04-00065	7 1577 688922	AUGUST MOO
She Loves My Car	ISRC US- 39C-04-00066		
Fraulein	ISRC US- 39C-04-00067		
She Does It Better	ISRC US- 39C-04-00068		
Cover Girl	ISRC US- 39C-04-00069		
Loaded Gun	ISRC US- 39C-04-00070		
Class Of 69	ISRC US- 39C-04-00071		
Saying Goodnight	ISRC US- 39C-04-00072		
Once You Give In	ISRC US- 39C-04-00073		
Never Loved Before	ISRC US- 39C-04-00074		
Coming Down From Love	ISRC US- 39C-04-00063	7 1577 688902	CAT IN THE H/
Wrong Or Right	ISRC US- 39C-04-00075		
To Know What You've Got	ISRC US- 39C-04-00076		
You Promised Me	ISRC US- 39C-04-00077		
It's Over	ISRC US- 39C-04-00078		
Open Your Eyes	ISRC US- 39C-04-00017		
Mother Of Creation	ISRC US- 39C-04-00079		
I Don't Want To Lose Your Love	ISRC US- 39C-04-00080		

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Walk On By	ISRC US-39C-04-00081	7 1577 689102	SOUL SURV
I Give In	ISRC US-39C-04-00011		
Don't Ask My Neighbor	ISRC US-39C-04-00012		
Your Precious Love	ISRC US-39C-04-00082		
Show Me	ISRC US-39C-04-00083		
At Last	ISRC US-39C-04-00084		
Back In The Fire	ISRC US-39C-04-00085		
Promise	ISRC US-39C-04-00086		
Until You Come Back To Me	ISRC US-39C-04-00087		
Let It Be Me	ISRC US-39C-04-00013		
Street Of Dreams	ISRC US-39C-04-00088	7 1577 689252	BLUE COND
You Go To My Head	ISRC US-39C-04-00089		
Angel Eyes	ISRC US-39C-04-00090		
Don't Worry 'Bout Me	ISRC US-39C-04-00045		
Beyond The Sea	ISRC US-39C-04-00091		
I Concentrate On You	ISRC US-39C-04-00092		
All The Way	ISRC US-39C-04-00093		
Stuck On You	ISRC US-39C-04-00053		
I Get A Kick Out Of You	ISRC US-39C-04-00051		
Tomorrow	ISRC US-39C-04-00094		
The Girl I Dream About	ISRC US-39C-04-00095		
Smile	ISRC US-39C-04-00096		
Total Running Time	ISRC US-39C-04-00097		
Come Rain Or Come Shine	ISRC US-39C-04-00098	7 1577 689322	COME RAIN C COME SHINE
Old Devil Moon	ISRC US-39C-04-00099		
Day In, Day Out	ISRC US-39C-04-00100		
I'll Be Around	ISRC US-39C-04-00101		
Indian Summer	ISRC US-39C-04-00102		
(I've Got You) Under My Skin	ISRC US-39C-04-00103		
Guess I'll Hang My Tears Out To Dry	ISRC US-39C-04-00104		
The Best Is Yet To Come	ISRC US-39C-04-00105		
Beyond The Sea	ISRC US-39C-04-00106		
April Moon	ISRC US-39C-04-00107		
(I've Got The) World On A String	ISRC US-39C-04-00108		
I'll Wind	ISRC US-39C-04-00109		
Come To Me	ISRC US-39C-04-00110		

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EXHIBIT A

MANDATORY PROGRAMS

Source distributor issues and automatic [redacted] discount for customer restocking orders for the first five (5) days of each month. This number is subject to change in the sole discretion of the source distributor. Owners shall be notified in writing of any such change.

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EXHIBIT B  
Copyright Mortgage and Assignment

KNOW ALL MEN BY THESE PRESENT that for good and valuable consideration, receipt of which is acknowledged, the undersigned, Robert H. Caldwell and Henry Marx, under and pursuant to the laws of the State of Tennessee (Mortgagor), does mortgage, assign, convey and transfer for security to The Music Force Media Group, LLC a California company and its successors and assigns, throughout the world in perpetuity ("Mortgagee"), all of Mortgagor's right, title and interest in and to the Catalog owned or controlled by Mortgagor, all sound copyrights (p) in and to the Masters (including any New Masters recorded hereunder) contained in the Catalog, all rights to commercially exploit the Catalog, all contracts or other agreements in which Mortgagor's rights in and to the Masters are set forth, and all Records in the possession or custody or under the control of any distributor of Records. Mortgagor and Mortgagee have entered into a certain written Agreement dated as of 1/1/04 relating, among other things, to the mortgage and assignment for security in and to these rights, and this Mortgage and Assignment is expressly made subject to the terms and conditions set forth in said Agreement as it may be amended, modified, supplemented, renewed or replaced.

DATED: as of 1/1/04

By: *Robert H. Caldwell*  
Robert H. Caldwell p/k/a Bobby Caldwell

By: *Henry Marx*  
Henry Marx d/w/a HMX Management

ACKNOWLEDGED BY:  
THE MUSIC FORCE MEDIA GROUP, LLC

*Henry Marx*  
Henry Marx, Manager Member

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EXHIBIT C (If Necessary)

UCC-1 Filings

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