

Exhibit A

COPY

SUMMONS

STATE OF TENNESSEE 20 TH JUDICIAL DISTRICT CHANCERY COURT	COPY SUMMONS	CASE FILE NUMBER <div style="font-size: 1.2em; margin-top: 5px;">12-0526-IV</div>
PLAINTIFF Elizabeth Travis Management, Inc.	DEFENDANT Randy Travis	
TO: (NAME AND ADDRESS OF DEFENDANT) <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> RANDY TRAVIS 266 Blanks Road Tioga, TX 76271 </div> <div style="width: 35%;"> Method of Service: <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> Certified Mail </div> G Davidson Co. Sheriff G *Comm. Of Insurance G *Secretary of State G *Out of County Sheriff G Private Process Server G Other </div> </div> <div style="margin-top: 10px;"> List each defendant on a separate summons. *Attach Required Fees </div>		
YOU ARE SUMMONED TO DEFEND A CIVIL ACTION FILED AGAINST YOU IN CHANCERY COURT, DAVIDSON COUNTY, TENNESSEE. YOUR DEFENSE MUST BE MADE WITHIN THIRTY (30) DAYS FROM THE DATE THIS SUMMONS IS SERVED UPON YOU. YOU MUST FILE YOUR DEFENSE WITH THE CLERK OF THE COURT AND SEND A COPY TO THE PLAINTIFF'S ATTORNEY AT THE ADDRESS LISTED BELOW. IF YOU FAIL TO DEFEND THIS ACTION BY THE ABOVE DATE, JUDGMENT BY DEFAULT CAN BE RENDERED AGAINST YOU FOR THE RELIEF SOUGHT IN THE COMPLAINT.		
Attorney for plaintiff or plaintiff if filing Pro Se: (Name, address & telephone number) Philip M. Kirkpatrick Dickinson Wright PLLC 424 Church Street, Suite 1401 Nashville, TN 37219 615/244-6538	FILED, ISSUED & ATTESTED <div style="text-align: center; font-size: 1.2em; font-weight: bold;">APR - 5 2012</div> <div style="margin-top: 10px;"> CRISTI SCOTT, Clerk and Master By: 1 Public Square Suite 308 Nashville, TN 37201 <div style="text-align: center;"> Deputy Clerk & Master </div> </div>	
NOTICE OF DISPOSITION DATE		
<p>The disposition date of this case is twelve months from date of filing. The case must be resolved or set for trial by this date or it will be dismissed by the Court for failure to prosecute pursuant to T.R.C.P. 41.02 and Local Rule 18.</p> <p>If you think the case will require more than one year to resolve or set for trial, you must send a letter to the Clerk and Master at the earliest practicable date asking for an extension of the disposition date and stating your reasons. Extensions will be granted only when exceptional circumstances exist.</p>		
TO THE SHERIFF:	DATE RECEIVED <div style="border-top: 1px solid black; padding-top: 5px;"> Sheriff </div>	

I HEREBY CERTIFY THAT THIS IS A TRUE COPY
 OF ORIGINAL INSTRUMENT FILED IN MY OFFICE.
 THIS 5th DAY OF April 2012
 CRISTI SCOTT, CLERK & MASTER
 BY Elaine Harper
 DEPUTY

***Submit one original plus one copy for each defendant to be served.

ADA Coordinator, Cristi Scott (862-5710)

RETURN ON SERVICE OF SUMMONS

I hereby return this summons as follows: (Name of Party Served) _____

☐ Served _____ ☐ Not Found _____
☐ Not Served _____ ☐ Other _____

DATE OF RETURN:

By:

Sheriff/or other authorized person to serve process

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 20____, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case _____ to the defendant _____. On the _____ day of _____, 20____, I received the return receipt, which had been signed by _____ on the _____ day of _____, 20____.

The return receipt is attached to this original summons to be filed by the Chancery Court Clerk & Master.

Sworn to and subscribed before me on this _____ day of _____, 20____.

Signature of _____ Notary Public or _____ Deputy Clerk

Signature of plaintiff, plaintiff's attorney or other person authorized by statute to serve process.

My Commission Expires:

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S):

Tennessee law provides a ten thousand dollar (\$10,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

Mail list to: Clerk & Master
1 Public Square
Suite 308
Nashville TN 37201

Please state file number on list.

ATTACH
RETURN
RECEIPT
HERE
(IF APPLICABLE)

CERTIFICATION (IF APPLICABLE)

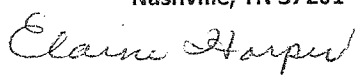
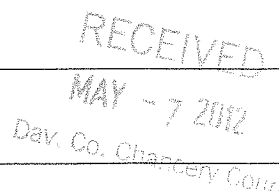
I, Cristi Scott, Clerk & Master of the Chancery Court in the State of Tennessee, Davidson County, do certify this to be a true and correct copy of the original summons issued in this case.

CRISTI SCOTT, Clerk & Master

By:

D.C. & M.

ORIGINAL

STATE OF TENNESSEE 20 TH JUDICIAL DISTRICT CHANCERY COURT	SUMMONS	CASE FILE NUMBER 12-0526-IV
PLAINTIFF Elizabeth Travis Management, Inc.	DEFENDANT Randy Travis	
<p>TO: (NAME AND ADDRESS OF DEFENDANT)</p> <p>RANDY TRAVIS 266 Blanks Road Tioga, TX 76271</p> <p style="text-align: right;">Method of Service:</p> <p style="text-align: right;"><u>G Certified Mail</u> G Davidson Co. Sheriff G *Comm. Of Insurance G *Secretary of State G *Out of County Sheriff G Private Process Server G Other</p> <p>List each defendant on a separate summons. *Attach Required Fees</p> <p>YOU ARE SUMMONED TO DEFEND A CIVIL ACTION FILED AGAINST YOU IN CHANCERY COURT, DAVIDSON COUNTY, TENNESSEE. YOUR DEFENSE MUST BE MADE WITHIN THIRTY (30) DAYS FROM THE DATE THIS SUMMONS IS SERVED UPON YOU. YOU MUST FILE YOUR DEFENSE WITH THE CLERK OF THE COURT AND SEND A COPY TO THE PLAINTIFF'S ATTORNEY AT THE ADDRESS LISTED BELOW. IF YOU FAIL TO DEFEND THIS ACTION BY THE ABOVE DATE, JUDGMENT BY DEFAULT CAN BE RENDERED AGAINST YOU FOR THE RELIEF SOUGHT IN THE COMPLAINT.</p>		
Attorney for plaintiff or plaintiff if filing Pro Se: (Name, address & telephone number) Philip M. Kirkpatrick Dickinson Wright PLLC 424 Church Street, Suite 1401 Nashville, TN 37219 615/244-6538	FILED, ISSUED & ATTESTED <p style="text-align: center;">APR - 5 2012</p> <hr/> CRISTI SCOTT, Clerk and Master By: <div style="text-align: center;">  Deputy Clerk & Master </div>	
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TO THE SHERIFF:	DATE RECEIVED	
	Sheriff <div style="text-align: right;">  </div>	

RECEIVED MAY 07 2012

I hereby return this summons as follows: (Name of Party Served) Defendant

☒ Served On April 19, 2012 by hand delivery ☐ Not Found _____

☐ Not Served on his counsel of record Sam ☐ Other _____

Lipshie who advised he was authorized to accept service on behalf of Defendant.

DATE OF RETURN:

May 7, 2012

By:

Shirley M. Kiat, atty.

Sheriff/or other authorized person to serve process

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 20____, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case _____ to the defendant _____. On the _____ day of _____, 20____, I received the return receipt, which had been signed by _____ on the _____ day of _____, 20____.

The return receipt is attached to this original summons to be filed by the Chancery Court Clerk & Master.

Sworn to and subscribed before me on this _____ day of _____, 20____.

Signature of _____ Notary Public or _____ Deputy Clerk

Signature of plaintiff, plaintiff's attorney or other person authorized by statute to serve process.

My Commission Expires:

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S):

Tennessee law provides a ten thousand dollar (\$10,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

Mail list to: Clerk & Master
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Please state file number on list.

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CRISTI SCOTT, Clerk & Master

By:

D.C. & M.

THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE **FILED**

ELIZABETH TRAVIS MANAGEMENT,
INC.,

Plaintiff,

v.

RANDY TRAVIS,

Defendant.

2012 APR -5 PM 3:51

CLERK & MASTER
DAVIDSON CO. CHANCERY CT.

NO. 12-05212-IV D.C. & M.

COMPLAINT

Comes the Plaintiff Elizabeth Travis Management, Inc. (ETMI), and for its cause of action, states as follows:

1. Plaintiff is a Tennessee corporation with its principal place of business in Nashville, Tennessee. Defendant is a resident of Tioga, Grayson County, Texas. This action arises out of the breach of a personal management contract (the "Agreement") entered into by and between ETMI and Randy Travis dated March 29, 2011. The Agreement recites at paragraph 19(b) that it shall be subject to and construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and performed entirely within the State of Tennessee. The Agreement was primarily performed in Nashville, Davidson County, Tennessee, and Davidson County is the focal point of the Agreement. Additionally, the breach of the Agreement by the Defendant occurred in Davidson County, Tennessee. Based on the foregoing facts, venue is proper in Davidson County, Tennessee pursuant to Tenn. Code Ann. § 20-4-101.

2. A copy of the Agreement is attached hereto as Exhibit 1. Therein, the Defendant states as follows, at items A, B and C:

A. YOU [ETMI] are experienced managers in the entertainment industry. I desire to secure your advice, counsel and direction in the development and enhancement of my professional career in the entertainment industries. The nature and extent of the success or failure of my career cannot be predetermined, and it is therefore my desire that your compensation be determined in such manner as will permit you to accept the risk of failure and likewise benefit to the extent of my success.

B. You are currently my personal manager and have been representing me as my personal manager for more than twenty years. For most of the period of time during which you have been my personal manager, your and my agreement has not been in the form of a written agreement.

C. You and I now both desire for our mutual and individual benefits that our agreement be memorialized in writing.

3. In paragraph 18 entitled "Key Person" the Agreement states:

Elizabeth Travis ("ET") shall personally manage my career during the Term of this Agreement, shall be primarily responsible for the performance of your obligations hereunder and shall remain actively involved in the management of my career during the Term of this Agreement; provided, however, that nothing herein shall be construed to preclude other personnel in your office from assisting you with regard to my representation (it being understood and agreed that ET is not expected to perform all of the day-to-day activities required hereunder). In the event that ET is not actively and personally managing my career during the term hereof, I shall promptly notify you in writing of same and you shall have a period of thirty (30) days from your receipt of such notice (the "30-Day Period") within which to cause ET to do so.

3. In paragraph 10 of the Agreement entitled "WARRANTIES AND REPRESENTATIONS" the Defendant states in item (a), *inter alia*, as follows:

I shall at all times during the term hereof act in a conscientious and professional manner and do such things as are necessary or appropriate to promote my career and earnings therefrom.

4. Paragraph 15 of the Agreement entitled "ATTORNEYS' FEES" states:

In the event of litigation arising from or out of this Agreement or the relationship of the parties created hereby, the prevailing party or parties shall be entitled to recover any and all reasonable attorneys' fees and out-at-pocket (sic) costs incurred in connection therewith.

5. Prior to entering into the Agreement, one or more of the Plaintiff, Hatcher Corp., a company headed by Elizabeth Hatcher, later Elizabeth Travis, and Elizabeth Travis individually had been the personal manager of Randy Travis for over three decades. From May 31, 1991, until the date of their divorce on October 29, 2010, Elizabeth Travis and Randy Travis were married. Five months after the date of their divorce, the Defendant entered into the Agreement with ETMI. The term of the Agreement was for four years commencing March 29, 2011. The Defendant was represented by experienced music industry counsel, Gary Gilbert of the Los Angeles office of the law firm Manatt, Phelps & Phillips, LLP in the negotiation and entering into of the Agreement. The Agreement states in paragraph 19(i) as follows:

I UNDERSTAND AND AGREE THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE EITHER CONSULTED WITH SUCH AN ATTORNEY OR HAVE KNOWINGLY WAIVED MY RIGHT TO SUCH REPRESENTATION. IN EITHER EVENT, I REPRESENT THAT I HAVE READ THIS AGREEMENT, UNDERSTAND THE CONTENTS THEREOF AND AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND ACCORD.

The Agreement further states in paragraph 12 entitled "CONTROVERSIES" as follows:

Neither party hereto shall be in breach of any of its obligations hereunder unless and until the other party shall have given such party specific written notice in accordance with paragraph 13 hereof of the nature of such breach and such party shall have failed to cure such breach within thirty (30) days after its receipt of such written notice.

6. ETMI and Elizabeth Travis fully performed their duties under the Agreement. Neither ETMI nor Elizabeth Travis ever received any written notice of

breach and to cure pursuant to paragraph 12 of the Agreement from or on behalf of the Defendant.

7. Soon after entering into the Agreement, the Defendant, contrary to his warranty, representation and covenant in paragraph 10(a) that at all times during the term of the Agreement he would act in a conscientious and professional manner, and do such things as are necessary or appropriate to promote his career and earnings therefrom, actually engaged in conduct which, (a) intentionally interfered with ETMI's ability to do its job, and (b) undermined the effectiveness of the Defendant's career in the entertainment industry. Such conduct by the Defendant was in direct violation of his duties under the Agreement.

8. On August 8, 2011, only four months and one week into the four year term of the Agreement, the Defendant caused his attorneys to purport to terminate the Agreement, without even providing the specific written notice of any purported breach and thirty days to cure as required by paragraph 12 of the Agreement. The Defendant simply wanted out of the Agreement and to damage the Plaintiff, and therefore intentionally ignored the notice and cure provisions, and materially breached the Agreement by purporting to terminate it. The following day, the Defendant had a large truck, an armed guard and several other men appear at the Plaintiff's office on Music Row in Nashville, enter the premises of the building owned by Elizabeth Travis, and take practically all of the property and business records located in all three stories therein pertaining to the Defendant's career and the Plaintiff's management thereof. The mass of items taken before the Plaintiff could even go through them included computers with work in progress, files, business records, framed record plaques and

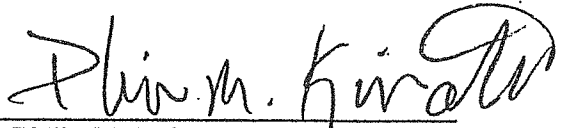
photographs hanging on the walls, and many other items which had been accumulated over the course of thirty-four years of personal management service. When Defendant's agents were finished, the walls of the Plaintiff's office were left practically bare. Subsequent to the Defendant's breach, the Plaintiff notified the Defendant that the Plaintiff rejected Defendant's attempt to repudiate the Agreement, put the Defendant on specific written notice of breach, notified the Defendant that ETMI and Elizabeth Travis were ready, willing and able to fully perform their services under the Agreement, and demanded that the Defendant cure the breach within thirty days, which the Defendant refused to do. The Defendant's wrongful conduct, including violations of his duties under the Agreement, and his repudiation, purported termination and breach of the Agreement, was intentional, malicious, reckless and oppressive, and resulted in substantial damages to the Plaintiff, for which it is entitled to an award of damages under Tennessee law.

9. The Defendant's wrongful conduct also constituted a breach of the duty of good faith and fair dealing implied in all Tennessee contracts, which was intentional, malicious, reckless and oppressive, and resulted in substantial damages to the Plaintiff, for which the Plaintiff is entitled to an award of damages under Tennessee law.

WHEREFORE, the Plaintiff seeks a Judgment for damages as well as attorneys' fees and litigation costs pursuant to the Agreement and Tenn. R. Civ. P. 54.04, and such other further general relief to which the Court deems the Plaintiff entitled.

Respectfully submitted,

DICKINSON WRIGHT PLLC

By: 

Philip M. Kirkpatrick, No. 6161
Fifth Third Center, Suite 1401
424 Church Street
Nashville, Tennessee 37219-2392
(615) 244-6538

NASHVILLE 50653-1 426406v1

Randy Travis
c/o Gary Haber, CPA
16830 Ventura Blvd., Suite 501
Encino, CA 91436

Dated: March 27 2011

Elizabeth Travis Management, Inc. ("you")
1610 16th Ave. South
Nashville, TN 37212

Gentlepersons:

This Agreement is entered into between you and me with reference to the following facts:

A. You are experienced managers in the entertainment industry. I desire to secure your advice, counsel and direction in the development and enhancement of my professional career in the entertainment industries. The nature and extent of the success or failure of my career cannot be predetermined, and it is therefore my desire that your compensation be determined in such manner as will permit you to accept the risk of failure and likewise benefit to the extent of my success.

B. You are currently my personal manager and have been representing me as my personal manager for more than twenty years. For most of the period of time during which you have been my personal manager, your and my agreement has not been in the form of a written agreement.

C. You and I now both desire for our mutual and individual benefits that our agreement be memorialized in writing.

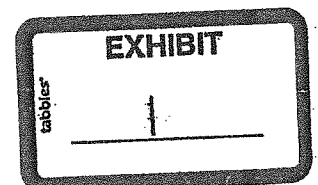
Accordingly, the following, when fully executed by you and me, shall, as of the date hereof, constitute the Agreement between you and me:

1. TERM.

The term of this Agreement (the "Term") shall be for a period of four (4) years, commencing as of the date hereof and expiring four (4) years after the date hereof.

2. SERVICES.

(a) You agree during the Term to advise, counsel and direct me in connection with my professional career in the entertainment industries, throughout the world, including without limitation, (i) in the selection of literary, artistic and musical material; (i) concerning publicity, public relations and advertising; (iii) with respect to the adoption



of proper formats for the presentation of my artistic talents and in the determination of the proper style, mood, setting and characterization in keeping with my talents; (iv) in the selection of artistic and other talent to assist, accompany or embellish my artistic presentation; (v) with regard to general practices in the entertainment and amusement industries; (vi) with respect to compensation and privileges extended for similar artistic values; (vii) with respect to the selection of theatrical agencies, talent agencies, and other persons, firms and corporations who will counsel, advise, seek and procure employment and engagements for me; and (viii) concerning any other matters as to which I may request your advice and which relate to my activities in the entertainment industries. As used herein, the term "entertainment industries" shall include, without limitation, any and all aspects of the entertainment, amusement, music, recording, publishing, television, motion picture, nightclub, concert, radio, literary, and theatrical industries, and shall also include any and all forms of advertising, endorsements, merchandising, or other exploitations using my name, photograph, voice, sound effects, likeness, caricatures, talents or materials (including any trademarks owned by me). The term "activities" shall include, without limitation, my activities in any capacity related to my career in the entertainment industries, whether as a live performer, recording artist, musician, singer, composer, writer, publisher, arranger, packager, owner of entertainment packages, actor, producer, author, licensor or otherwise, and shall also include the use of my name, voice, likeness, and biography as aforesaid.

(b) I shall use my reasonable best efforts to advise you of all offers of employment submitted to me and will use my reasonable best efforts to refer any inquiries concerning my services to you, in order that you may advise me as to whether the same are compatible with my career. My inadvertent and non-repetitive failure to comply with the foregoing sentence shall not be deemed a material breach of this Agreement by me. Notwithstanding the foregoing, I shall in all cases make the final determination as to whether or not to accept any offers of employment.

(c) From time to time during the Term, other persons or entities owned and/or controlled, directly or indirectly by you, or your partners, shareholders, officers, directors and employees, whether acting alone or in association with others, may package an entertainment program in which I am employed as an artist, or may act as the entrepreneur or promoter of an entertainment program in which I am employed as an artist, or may employ me in connection with the production of phonograph records or as a songwriter, composer, arranger or otherwise in connection with the creation of literary or musical works. You shall advise me in writing of your such role or interest as aforesaid, but any such activity on your part shall not be or be deemed to be a breach of this Agreement or of your fiduciary obligations and duties to me, and shall not in any way affect your right to commissions hereunder in all instances not covered by the following exceptions. However, you shall not be entitled to commissions from me in connection with any gross compensation derived by me:

(i) From any employment or agreement under which I am employed by you or by any person, firm or corporation owned or controlled by you, or by any of your partners, shareholders, officers, directors or employees, whether you (or such person,

firm, or corporation or such partner, shareholder, officer, director or employee) are acting as (A) the package agent for the entertainment program in which I am so employed, (B) my music or literary publisher, (C) my record company, or;

(ii) From the sale, license or grant of any literary or musical rights to you or any person, firm or corporation owned or controlled by you.

I understand and agree that you shall not render nor shall be obligated to render the personal, management services contemplated in this Agreement with respect to the aforesaid non-commissionable employment agreements, sales, licenses, and grants, in connection with which I shall have the right to seek and retain independent advice. I shall be under no obligation to provide my services or otherwise participate in any such program or activity described in this subparagraph 2(c).

(d) You shall not be required to travel or to meet with me at any particular place or places except as we may mutually agree in each instance and following arrangements for costs and expenses of such travel as set forth herein. Notwithstanding the foregoing, you and I hereby agree that (i) under no circumstances will you be expected to travel with me in connection with more than fifty percent (50%) of my personal concert appearances on any particular concert tour, and (ii) if I or my business manager, Gary Haber, shall expressly authorize you to travel on my behalf pursuant to your request or otherwise, you shall be entitled to be reimbursed by me for your first class (where available, otherwise business class, where available) airline, first class hotel and reasonable meal expenses; provided, that such authorization shall be based upon a budget submitted by you therefor and approved by me or by my business manager, Gary Haber, such approval not to be unreasonably withheld

3. AUTHORITY OF MANAGER.

You are hereby authorized and empowered on my behalf during the Term, and in your discretion, to do the following and I hereby irrevocably appoint you, subject to the specific limitations set forth below and only as set forth in paragraph 3(c) below, as my attorney-in-fact to execute documents in my name on my behalf in connection therewith, it being understood and agreed that you shall use reasonable efforts to consult from time to time with me and my other professional advisors in connection therewith:

(a) With my prior approval, approve and authorize any and all publicity and advertising;

(b) With my prior approval, approve and authorize the use of my name (including my professional name), photographs and likeness, biographical materials, voice, and other identification solely for purposes of promotion and publicity and in advertising of any and all products created in whole or in part by me, and services rendered by me (it being understood and agreed that you shall not grant merchandising rights, endorsements or commercial tie-ins on my behalf without my prior consent in each instance);

(c) Execute, in my name or on my behalf, standard agreements pursuant to which I am required to render, during the Term, live one-night personal appearance concert performances; and

(d) Perform such other acts during the term hereof as my manager as you shall, in your sole good faith discretion, deem advisable.

Except to the extent that the exercise by you of the authority expressly granted to you as set forth in paragraph 3(c) above creates financial obligations for me, you hereby acknowledge that you shall not have the right to exercise any authority with respect to my financial affairs.

Notwithstanding anything to the contrary contained herein, in connection with the performance of your services hereunder, I hereby agree that I shall never ask you to or otherwise require you to communicate with any present or future spouse or girlfriend of mine or any of their respective relatives with respect to any matter relating to my career or otherwise in connection with the performance of your services hereunder. Nonetheless, you agree that it shall not be deemed a breach of this agreement if when you call to speak with me, the telephone is answered by one of such persons who will be asked by me to turn the phone over to me or, if I am not available at the time you call, to leave a message for me to return your call.

4. COMMISSIONS.

(a) As compensation for your services, I shall pay to you in accordance with the provisions hereof a commission (the "Commission") equal to the following percentages of my Gross Earnings, as hereinafter defined, earned during the Term by me (regardless of when received) and/or my musical group and/or any individual or entity on my or their behalf (it being understood and agreed that you shall not be entitled to any double commissions in respect of any particular Gross Earnings):

(i) 25% with respect to Gross Earnings earned by me from live concert appearances from March 1, 2011 through the date before the date of this Agreement;

(ii) 18 3/4% with respect to Gross Earnings earned by me during the first year of the Term hereof;

(iii) 17 1/2% with respect to Gross Earnings earned by me during the second year of the Term hereof; and

(iv) 15% with respect to Gross Earnings earned by me during the third or fourth year of the Term hereof.

(b) As compensation for your services, I shall pay to you in accordance with the provisions hereof a Commission equal to the following percentages of my Gross Earnings, as hereinafter defined, earned after the Term by me (regardless, subject to paragraph 4(b)(iii) below, of when received) and/or my musical group and/or any-

individual or entity on my or their behalf (it being understood and agreed that you shall not be entitled to any double commissions in respect of any particular Gross Earnings):

(i) With respect to Gross Earnings which are derived from products, including, without limitation, any intellectual property (e.g. master recordings, musical compositions, motion pictures, television or any other audio-visual productions) ("IP Works"), or services substantially created or rendered by me during the Term in and throughout the "entertainment industries", as defined in paragraph 2(a) above, throughout the world, and which are initially exploited during the Term:

(A) 15% with respect to Gross Earnings earned by me during the first two years after the end of the Term;

(B) 10% with respect to Gross Earnings earned by me during the third, fourth and fifth years after the end of the Term; and

(C) 7 1/2% with respect to Gross Earnings earned by me during the sixth and seventh year after the end of the Term.

(ii) With respect to Gross Earnings which are derived from IP Works or services substantially created or rendered by me during the Term in and throughout the "entertainment industries", as defined in paragraph 2(a) above, throughout the world, pursuant to agreements entered into or substantially negotiated prior to or during the Term and which are initially exploited after the Term:

(A) 12 1/2% with respect to Gross Earnings earned by me during the first two years after the end of the Term;

(B) 10% with respect to Gross Earnings earned by me during the third and fourth years after the end of the Term; and

(C) 5% with respect to Gross Earnings earned by me during the fifth year after the end of the Term.

(iii) As used in paragraphs 4(a) and 4(b) hereof and by way of example, Gross Earnings shall be deemed "earned" when the services giving rise to a payment have been performed (e.g. performance of a concert), or when actually paid pursuant to the terms of an agreement (e.g. an advance paid upon execution of an agreement or upon commencement of recording of an album), or, in the case of intellectual property, when the intellectual property in question is exploited (e.g. royalties in respect of the sales of records). Notwithstanding anything to the contrary contained herein, you shall not be entitled to your Commission with respect to any monies received by me later than one (1) year after the end of the (A) seventh year after the Term with respect to Gross Earnings subject to paragraph 4(b)(i) above, or (B) fifth year after the end of the Term with respect to Gross Earnings subject to paragraph 4(b)(ii) above, regardless of when any such Gross Earnings were actually earned.

(c) The term "Gross Earnings" shall mean all consideration received by me from my activities in the worldwide entertainment industries including, without limitation, salaries, earnings, fees, royalties, shares of profit and other participation, shares of stock, partnership interests, percentages and the total amount paid for a packaged television or radio program (live or recorded), motion picture, or other entertainment package, earned or received directly or indirectly by me or my heirs, executors, administrators or assigns, or by any other person, firm or corporation on my behalf. "Gross monies" shall also include (i) any payments for termination of a contract, agreement or employment, or any monies or property recovered in connection with any litigation or arbitration pertaining to such contract, agreement or employment in the entertainment industries, (ii) any amounts paid by my employer or party with whom I have a contract or agreement, directly to my creditors, either by virtue of legal process or otherwise or paid to any person on my behalf, and (iii) any amounts paid to me by third parties in reimbursement of expenses incurred by me in connection with my entertainment activities other than those expenses set forth in paragraph 4(d) below. In the event that I receive as all or part of my compensation for activities hereunder, stock or the right to buy stock in any corporation or that I become the packager or owner of all or part of an entertainment property, whether as individual proprietor, stockholder, partner, joint venturer or otherwise, your Commission shall apply to my stock, right to buy stock, individual proprietorship, partnership, joint venture or other form of interest, and you shall be entitled to your percentage share thereof. Should I be required to make any payment for such interest, you will pay your percentage share of such payment, unless you elect not to acquire your percentage share thereof. In the event you shall elect not to pay your percentage share thereof, such election shall be deemed a waiver by you of your percentage share of such interest and profits therefrom.

(d) Notwithstanding any of the foregoing or anything to the contrary contained herein, the term Gross Earnings shall not include the following sums, it being understood and agreed that no expenses or other sums except as specifically set forth below shall be deducted in computing Gross Earnings:

(i) Monies actually paid by me or on my behalf to an unrelated third party individual producer, mixer, remixer or engineer of phonograph recordings embodying my performances as a featured recording artist in connection with such third party's services as a producer, mixer, re-mixer or engineer of such phonograph recording;

(ii) Monies actually paid by me or on my behalf to an unrelated third party writer, co-writer, administrator and/or co-publisher of a musical composition of which I am a publisher or writer in connection with such third party's capacity as co-publisher or administrator of such musical composition or in connection with such third party's services as a writer or co-writer of such musical composition;

(iii) Monies actually paid by me or on my behalf to any unrelated third party for actual recording costs of master recordings embodying my performances as a

featured recording artist (excluding payments to members of any musical group of which I am a member);

(iv) Monies actually paid by me or on my behalf to any unrelated third party for production costs incurred in connection with audio-visual reproductions of my performances;

(v) Monies earned or received by me from passive investments or entrepreneurial endeavors that are not within the entertainment industries;

(vi) Monies paid by me or on my behalf to unrelated third parties for sound and lights in connection with my live concert performances; and

(vii) Monies paid by me or on my behalf to unrelated third parties for so-called "opening acts" at my live concert performances.

(e) Notwithstanding anything to the contrary contained herein, you and I hereby acknowledge and agree:

(i) With respect to IP Works created by me prior to the date of our marriage ("Pre-Marital IP Works"), I shall pay you commissions in accordance with the provisions of the management agreement(s) between you (or Elizabeth Travis née Hatcher directly) and me prior to the date of our marriage (the "Pre-Marital Management Agreements"). While the parties hereto shall endeavor to find a copy of any such Pre-Marital Agreements, in the absence of finding any such copies, you and I hereby acknowledge and agree that such Pre-Marital Management Agreements provided that you are entitled to be paid in perpetuity a Commission in the amount of 25% of the Gross Earnings (as defined in this Agreement) earned by me from the exploitation of the Pre-Marital IP Works. In the event that either you or I are able to find copies of the Pre-Marital Agreements, then the terms of any such Pre-Marital Agreements, if inconsistent with the foregoing sentence, shall supersede the terms set forth therein.

(ii) With respect to IP Works created by me during the period of our marriage ("Marital IP Works"), you and I shall divide the earnings derived therefrom in accordance with the provisions of the Marital Settlement Agreement, dated October , 2010, between you and me. Without limiting the foregoing, you acknowledge that, as set forth in the Marital Settlement Agreement, you shall not be entitled to any management commissions in respect of the Marital IP Works. You and I acknowledge and agree that my forthcoming album entitled "~~CELEBRATION~~ ^{ANNIVERSARY}", consisting of duet performances, was entirely recorded by me during the period of our marriage and is, accordingly, a Marital IP Work, governed by the terms of the Marital Settlement Agreement.

5. EXPENSES

All reasonable, direct-out-of-pocket expenses (other than your fixed office expenses) actually incurred by you on my behalf, including, without limitation,

messenger fees, travel expenses, promotion and publicity expenses, and any other disbursements made on my behalf shall be paid by me, or at your election reimbursed by me; provided, however, you and I (or Gary Haber on my behalf) shall agree upon a reasonable allocation of any expenses incurred by you in connection with your activities on my behalf hereunder and on behalf of any one or more other persons. In the event your presence is expressly requested by me (or approved by me or on my behalf by my business manager, Gary Haber) outside of the Santa Fe, New Mexico metropolitan area, I agree that I will pay or reimburse, at your election, your expenses, including first class (where available, otherwise business class, where available) traveling expenses, first class living accommodations, first class meals and other expenses; provided that such authorization shall be based upon a budget submitted by you therefor and approved by me or by my business manager, Gary Haber, such approval not to be unreasonably withheld. Notwithstanding the foregoing, so long as you own a condominium in Nashville, TN, I will not reimburse you for living accommodations while you are in Nashville on my behalf unless such condominium is unavailable for your usage as a result of either damage or repairs being performed. You will make available to me invoices, receipts or other proper documentation with respect to the expenses you incur and I shall reimburse such expenses within fourteen (14) days after you deliver such documentation. Notwithstanding anything to the contrary contained herein, you shall not incur reimbursable costs or expenses hereunder (other than reimbursable telephone costs, traveling expenses, living accommodations or meals) in excess of One Thousand Dollars (\$1,000) in any month without obtaining my prior approval. If you incur any expenses which are attributable to me and any other artists, then you shall pro-rate such expenses between me and such other artists, and I shall be responsible for reimbursing only my pro-rata share of such expenses.

6. LOANS AND ADVANCES.

You are not required to make any loans or advances hereunder to me, or to incur any expenses on my behalf, but in the event you elect to do so, I shall promptly repay or reimburse you.

7. RECEIPT OF MONEY; ACCOUNTING.

(a) My Gross Earnings hereunder shall be paid directly to my business manager who shall be selected by me in my sole discretion (but, at your request, I shall consult with you with respect thereto before making a final decision), it being understood and agreed that I shall select a business manager who has substantial experience and a positive reputation throughout the music industry. I shall instruct my business manager to remit to you, within two (2) weeks after his or her receipt of any Gross Earnings, the Commission payable to you hereunder. The Commission and other payments shall be accompanied by an accounting statement with proper documentation of the amount of gross earnings and deductions therefrom. If you receive any of my Gross Earnings, then you shall promptly remit such Gross Earnings in full to my business manager.

(b) You and I shall maintain true and complete books and records of account relative to your and my receipt and the receipt by any person on my behalf of any and all Gross Earnings hereunder. Upon reasonable prior written notice by each to the other, either party hereto shall have the right to examine said books and records not more than once per calendar year, at said party's own expense, during normal business hours, whether kept by either of us or any third party, and to appoint a certified public accountant in such party's behalf to do same, for the purpose of verifying receipts and whether the Commissions has been correctly paid to you hereunder. Any such examination with respect to any statement received by a party hereunder from the other party shall be conducted within three years after the receipt of such statement by the party seeking to conduct any such examination.

(c) I will cause any corporation, partnership, trust or other business entity which I now own or control or may hereafter own or control in which I have a direct interest of any nature or sort or which is directly controlled by me or under the common control of me and others (hereinafter "Firm") and which Firm has a right to any of my services, to enter into an agreement with you on the same terms and conditions as contained in this Agreement, and I agree that all gross compensation directly or indirectly earned or received by such Firm in connection with my activities in the entertainment industries shall be subject to your Commission hereunder.

8. NOT AN AGENT

I understand that you are not licensed as an employment agent, theatrical agent, artist's manager or talent agent as that term is defined in Section 1700.4 of the California Labor Code or under the laws of any other jurisdiction, and I acknowledge that you have not offered, attempted or promised to obtain or provide information for obtaining employment or engagements for me or to perform such services or any services which shall require a professional license, and that you are not permitted, obligated, authorized or expected to do so. I shall at all times engage and utilize proper talent agents or other licensed employment agencies to obtain engagements and employment for me, at my sole expense.

9. SCOPE.

(a) This Agreement shall not be construed to create a partnership between the parties. I understand that you are acting hereunder as an independent contractor and that you may appoint or engage any and all other persons, firms or corporations throughout the world, in your discretion, to perform any or all of the services which you have agreed to perform hereunder. Your services hereunder are not exclusive to me, and you shall at all times be free to perform the same or similar services for others as well as to engage in any and all other business activities so long as such activities do not materially interfere with your services hereunder. In connection herewith, it is specifically acknowledged and agreed that you shall have the right to act as personal manager for any other musicians, vocalists or other persons whether or not they may be affiliated with me and that no advice and counsel which you may render to such individuals in connection with your

services to them shall be deemed to be a breach of this Agreement or of your obligations and duties hereunder. You shall only be required to render reasonable services which are provided for herein and when reasonably requested by me.

(b) If I form a group, then I shall use my best efforts to cause the other member(s) thereof to be bound by all of the terms and provisions of this Agreement, and shall, upon your request, use my best efforts to cause such member(s) to execute and deliver to you such documents as you may deem necessary and expedient to evidence each such members' agreement to be so bound.

10. WARRANTIES AND REPRESENTATIONS.

(a) I represent and warrant that I am over the age of eighteen (18), that I am wholly free to enter into this Agreement and to grant the rights herein granted to you and that I am not a party to any agreements, nor do I have any obligations, which conflict with any of the provisions hereof. I shall advise you of all inquiries and offers regarding my employment hereof. I shall maintain membership in all unions requiring my membership during the term hereof. I shall not enter into any agreement which is inconsistent with your engagement hereunder. I shall at all times during the term hereof act in a conscientious and professional manner and do such things as are necessary or appropriate to promote my career and earnings therefrom. You shall have the right to suspend the term hereof upon written notice to me during any period in which I fail to do so or otherwise fail to comply with my obligations hereunder, and the term hereof shall be extended for the duration of any such suspension.

(b) You represent and warrant that you are free to enter into this Agreement and that you are not a party to any agreements, nor do you have any obligations which conflict with any of the provisions hereof. Nothing contained herein shall be construed as creating an obligation on your part to pay any of my personal indebtedness, nor shall you be responsible for any unlawful acts, torts or breaches of contract committed by me.

11. INDEMNITY.

In the event that either party hereto does not fully perform or cause to be performed any agreement or obligation undertaken by such party (the "Indemnitor"), the Indemnitor agrees to indemnify and hold the other party hereto (the "Indemnatee") harmless from any and all claims, demands, actions, judgment and awards against the Indemnatee by third parties in connection with such non-performance. It is agreed that the Indemnatee will not be held liable or responsible for any breach of contract or act or omission on the part of any person, firm or corporation with respect to any engagement or agreement concerning the Indemnitor's services, provided that the Indemnatee complies with the material terms of this Agreement and provided further that such liability is not caused by the Indemnatee's failure to comply with such material terms of this Agreement. In connection with the foregoing indemnity, the Indemnatee agrees to give the Indemnitor prompt written notice of any claim against the Indemnatee and the right to participate in the defense of such claim at the Indemnitor's expense. Further, the Indemnitor shall not be

liable for such indemnity unless such claim has been adjudicated to a final non-appealable judgment in a court of competent jurisdiction, arbitrated pursuant to any agreement requiring arbitration, or settled with the Indemnitor's prior written consent, which consent shall not be unreasonably withheld.

12. CONTROVERSIES

Neither party hereto shall be in breach of any of its obligations hereunder unless and until the other party hereto shall have given such party specific written notice in accordance with paragraph 13 hereof of the nature of such breach and such party shall have failed to cure such breach within thirty (30) days after its receipt of such written notice.

13. NOTICES.

All notices which either of the parties hereto is required or may desire to serve upon the other hereunder shall be served by personal delivery or by certified or registered mail, postage prepaid, return receipt requested, by nationally recognized courier (e.g. Federal Express, UPS) or by messenger or courier to the respective party at the applicable address set forth on the first page hereof, or such other address as said party may hereafter from time to time designate pursuant to this paragraph. A copy of all notices to you hereunder shall be delivered to: Altschul & Olin, LLP, 16133 Ventura Blvd., Suite 1270, Encino, CA 91436, Attention: David Altschul, Esq. A copy of all notices to me hereunder shall be delivered to: Manatt, Phelps and Phillips, 11355 West Olympic Blvd., 10th Floor Los Angeles, CA 90064, Attention: Gary L. Gilbert, Esq.

14. PUBLICITY.

Except as otherwise expressly set forth herein, during the Term, you shall have the exclusive right to advertise and publicize yourself at your own expense as my personal manager and representative.

15. ATTORNEYS' FEES.

In the event of litigation arising from or out of this Agreement or the relationship of the parties created hereby, the prevailing party or parties shall be entitled to recover any and all reasonable attorneys' fees and other out-of-pocket costs incurred in connection therewith.

16. Intentionally omitted.

17. ASSIGNMENT.

You shall have the right to assign this Agreement or any of your rights hereunder to any individual or entity acquiring all or a substantial portion of your stock or assets, provided that you shall remain responsible for the performance of your obligations hereunder in accordance with the provisions hereof, and you shall comply with your obligations under

paragraph 18 below. This Agreement is personal to me, and I may not assign this Agreement or any portion thereof.

18. KEY PERSON.

Elizabeth Travis ("ET") shall personally manage my career during the Term of this Agreement, shall be primarily responsible for the performance of your obligations hereunder and shall remain actively involved in the management of my career during the Term of this Agreement; provided, however, that nothing herein shall be construed to preclude other personnel in your office from assisting you with regard to my representation (it being understood and agreed that ET is not expected to perform all of the day-to-day activities required hereunder). In the event that ET is not actively and personally managing my career during the Term hereof, I shall promptly notify you in writing of same, and you shall have a period of thirty (30) days from your receipt of such notice (the "30-Day Period") within which to cause ET to do so. In the event that ET shall fail to commence to personally and actively manage my career prior to the end of such 30-Day Period, I shall have the right to terminate the Term of this agreement by giving you written notice thereof within thirty (30) days after the end of said 30-Day Period. Notwithstanding anything to the contrary set forth in this Agreement, I shall continue to pay you your Commission after the Term pursuant to the provisions of paragraph 4(b) hereof regardless of whether the Term shall expire on March , 2015 as provided in paragraph 1 hereof or shall be terminated for any reason whatsoever prior to such date; provided, however, if I have the right to and I actually terminate the Term on or before March , 2012 as a result of your material breach of this Agreement or in accordance with the provisions of this paragraph 18, then the provisions of paragraph 4(b) hereof shall be inapplicable and, accordingly, you shall not be entitled to your Commission in accordance with the provisions thereof.

19. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between you and me relating to the subject matter hereof, and supersedes all prior agreements, if any, whether oral or written, pertaining thereto.

(b) This Agreement shall be subject to and construed in accordance with the laws of the State of Tennessee applicable to agreements entered into and performed entirely within the State of Tennessee.

(c) A waiver by either party hereto of a breach of any provision hereof shall not be deemed a waiver of any subsequent breach, nor a permanent modification of such provision.

(d) This Agreement may not be changed or modified or any covenant or provisions hereof waived, except by an agreement in writing, signed by the party against whom enforcement of the change, modification or waiver is sought and not otherwise.

(e) The headings or titles of the several paragraphs of this Agreement are inserted solely for convenience and are not a part of, nor shall they be used or referred to in the construction of, any provision of this Agreement.

(f) The parties hereto acknowledge and agree that: (i) each party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (ii) the rule of construction that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties, regardless of which party was generally responsible for the preparation of this Agreement.


(g) Each and every provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be indefinite, invalid, contrary to any applicable existing or future laws or otherwise unenforceable, that shall not impair the operation or effect of any other portion of this Agreement, and this Agreement shall be deemed modified, but only to the extent necessary to make the provision enforceable.

(h) This Agreement may be executed in multiple counterparts, with all counterparts equal to one document, and may be executed electronically (including by digital signature) or by facsimile, and an electronic and/or facsimile document shall be deemed an original for all purposes.

(i) I UNDERSTAND AND AGREE THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL WITH RESPECT TO THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE EITHER CONSULTED WITH SUCH AN ATTORNEY OR HAVE KNOWINGLY WAIVED MY RIGHT TO SUCH REPRESENTATION. IN EITHER EVENT, I REPRESENT THAT I HAVE READ THIS AGREEMENT, UNDERSTAND THE CONTENTS THEREOF AND AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND ACCORD.

If the foregoing accurately reflects your and my understanding and agreement, then please sign this letter in the space provided below.

Sincerely,


Randy Travis

Accepted and Agreed to:

Elizabeth Travis Management, Inc.

By 