

AGREEMENT made as of the 1st day of September, 2011 by and between the undersigned individuals who are all members of the musical group known as [REDACTED] (and in accordance with the provisions of Section 17 below are hereinafter referred to collectively as "Artist"), and [REDACTED] a Delaware corporation ("Manager").

W I T N E S S E T H:

WHEREAS, Artist wishes Manager to render advice, guidance, counsel and direction to Artist in the development and furtherance of Artist's career as a musician, composer, arranger, publisher, writer and performing artist and in such other areas as Artist's artistic talents are able to be developed and exploited; and

WHEREAS, Manager, by reason of Manager's contacts, experience and background, is qualified to render such advice, guidance, counsel and direction to Artist;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed and understood as follows:

1. **Effective Date and Term of Agreement.** This Agreement shall become effective as of the date set forth above (the "Effective Date"), and shall continue in effect thereafter for the balance of the Term provided for in Section 9 below unless sooner terminated by the parties as provided herein.

2. **Services of Manager.** Manager agrees to render such advice, guidance, counsel and other services as are reasonably required to further Artist's career as a musician, composer, arranger, publisher, writer and performing artist and to develop other areas within which Artist's artistic talents can be exploited, including but not limited to, the following services:

(a) to supervise Artist's professional employment and, on Artist's behalf, to arrange for Artist's professional employment and execute and deliver all

contracts and other documents in connection therewith and consult with employers so as to assure the proper use and continued demand for Artist's services; and

(b) to be available at reasonable times and places to confer with Artist in connection with all matters concerning Artist's professional career, business interests, employment and publicity; and

(c) to exploit Artist's personality in all media, and in connection therewith to approve and permit, for the purpose of advertising and publicity (but not for the purpose of merchandising without Artist's consent), the use, dissemination, reproduction or publication of the following (the "Publicity Materials"): Artist's name, stage name, sobriquets, photographic likeness, caricature, biographical information, signature, voice (or facsimile thereof) and artistic and musical materials;; and

(d) to advise Artist as to the selection of, and if so authorized by Artist, engage, direct and discharge such promoters, publishers, booking agencies and employment agencies as well as other firms, persons or corporations who may be retained for the purpose of securing contracts, engagements or employment for Artist; and

(e) to coordinate Artist's touring activities and to act as a liaison with Artist's record and publishing companies.

3. **Other Activities of Manager: Availability of Key Persons.**

(a) Manager is not required to render exclusive services to Artist or to devote the entire time of Manager or the entire time of any of Manager's employees to Artist's affairs. Nothing contained herein shall be construed as limiting Manager's rights to represent other persons whose talents may be similar to or who may be in competition with Artist or to have and pursue business interests which may be similar to or may compete with those of Artist. Manager may retain other persons, firms or corporations from time to time, to assist Manager in performing the services to be rendered by Manager hereunder, without in any way affecting Manager's or Artist's obligations

hereunder, provided, however, that any compensation payable to such others shall be the Manager's responsibility. Notwithstanding the foregoing, the day to day management responsibility for the activities of Artist may not be delegated by Manager to any third party.

(b) Manager will make available to Artist the supervisory services of Messrs. ~~William Burnstein (Mr. "Burnstein")~~ and ~~Peter Mensch (Mr. "Mensch")~~ to render the advice, guidance, counsel, direction and other services as provided in Paragraph 2 of this Agreement.

(c) In the event that both ~~Mr. Burnstein and Mr. Mensch~~ are no longer associated with Manager or in the event that neither ~~Mr. Burnstein or Mr. Mensch~~ is available to perform the supervisory services set forth in Section 3(b) above for any consecutive period of sixty (60) days or more, Artist may upon thirty (30) days prior written notice to Manager, terminate this Agreement without further obligation on the part of either Manager or Artist except for the continuing obligation by Artist to pay Manager's compensation in accordance with Section 7(d) of this Agreement.

4. **Exclusivity.** Artist hereby appoints Manager as Artist's sole and exclusive personal manager throughout the world in all matters usually and normally within the jurisdiction and authority of personal managers in the entertainment and music industries, including, but not limited to, the advice, guidance, counsel and direction specifically referred to in Section 2 hereof. Artist agrees to seek such advice, guidance, counsel and direction from Manager solely and exclusively, not to engage any other agent, representative or manager to render similar services and not to authorize any other person or persons to hold itself or themselves out as manager of Artist, and to advise Manager of all others of employment submitted to Artist and refer all inquiries regarding Artist's services to Manager.

5. **Engagement of Theatrical or Talent Agencies.**

During the Term of this Agreement, in order to obtain engagements or other employment, Artist shall engage reputable licensed booking or theatrical agents or other employment agencies.

Any compensation required to be paid to any such agents or agencies shall be at Artist's sole cost and expense.

6. **Manager Not an Agent.**

Notwithstanding anything to the contrary contained herein, it is specifically understood and agreed that Manager is not licensed as a theatrical, artist's or talent agency and Artist acknowledges that Manager has not offered, attempted or promised to obtain or provide information for obtaining employment or engagements for Artist or to perform such services or any services which shall require a professional license, and that Manager is not permitted, obligated, authorized or expected to do so.

7. **Compensation of Manager.**

(a) As compensation for services to be rendered hereunder, but subject to the limitations set forth in Sections 7(b) and 7(c) below, Manager shall receive from Artist or from Artist's "Business Manager" (or if there is more than one from Artist's Business Managers), as such term is defined in subparagraph 7(f) hereof (or shall retain from Artist's "gross monthly earnings" (as hereinafter defined)) pursuant to and to the extent permitted by this Agreement), a sum of money equal to:

(X) sixteen percent (16%) of Artist's gross monthly earnings received during the Term (as defined in Section 9(a) below); and during the first through fifth years following the expiration of the Term;

(Y) twelve percent (12%) of Artist's gross monthly earnings received during the sixth through tenth years following the expiration of the Term; and

(Z) nine per cent (9%) of Artist's gross monthly earnings received during the eleventh through fifteenth years following the expiration of the Term; provided, however, that in no event shall Manager be entitled to receive any compensation hereunder with respect to Artist's gross monthly earnings after the fifteenth year following the expiration of the Term. Subject to the provisions of Section 7(d) hereof, the compensation agreed to be paid Manager hereunder shall be based upon gross monthly earnings received by Artist from and after the Effective Date, including, without limitation, gross monthly earnings derived from any services performed by Artist, or of any product of Artist's services or talents or of any property created by Artist, in whole or in part, prior to the Effective Date. Artist hereby assigns to Manager an interest in its earnings to the extent of the percentage amounts provided for herein. Said assignment is intended by Artist to create an assignment coupled with an interest.

(b) The term "gross monthly earnings" as used herein, refers to the total of all earnings, whether in the form of salary, bonuses, royalties or advances against royalties, interests, percentages, shares of profits, merchandise, shares in ventures (to the extent the same are received by Artist as compensation), products, properties, recoveries of claims for damages whether by judgment, settlement or decree (based upon claims asserted by or on behalf of Artist or otherwise), or any other type of income or remuneration, which (x) are received by Artist, (the term "received" as used in this Agreement meaning received directly by, or otherwise credited to the account of, Artist or any of Artist's heirs, executors, administrators, assigns, or any person, firm or corporation (including Manager) on Artist's behalf), at any time during the Term of this Agreement or subject to the post-term provisions in Section 7(a) and (d), at any time after the Term of this Agreement, and (y) except as otherwise expressly provided in this Section 7, are directly or indirectly related to Artist's career in the entertainment, amusement, music, recording, motion picture, television, video, radio, literary and advertising fields and all

similar areas whether now known or hereafter devised, in which Artist's artistic talents are developed and exploited.

(c) The following items shall be deducted from Artist's "gross monthly earnings" prior to the calculation of Manager's compensation hereunder:

(i) money or other consideration paid or credited to Artist by an unrelated third party and used to pay for the cost of sound and lighting equipment, including related trucking charges, or

(ii) money or other consideration paid by or on behalf of Artist or paid or credited to Artist by an unrelated third party and used to pay Artist's actual record or video production costs (including, but not limited to, money or other consideration, including royalty shares paid to unrelated third party record or video producers, directors, engineers, mixers, musicians, and singers), except that the excess, if any, between the amount Artist is paid or credited by a third party for its recording or video costs and the amount Artist actually pays for such costs shall be considered gross monthly earnings as to which Manager is entitled to be compensated hereunder, or

(iii) so-called "tour shortfall" advances or promotional monies with respect to any tour or reimbursements to Artist for out-of-pocket costs in connection with promotional activities, or

(iv) union or guild pension, health or welfare contributions paid to or made on behalf of Artist, or

(v) money or other consideration paid by Artist to an unrelated third party writer, co-writer or co-publisher of any musical composition of which Artist is a publisher in connection with such third party's capacity as a writer, co-writer or co-publisher of any such musical composition, and monies paid to any unrelated third party for services rendered in connection with the administration of synchronization licenses for Artist's works, or

(vi) monies payable by Artist to any so-called "opening act" (other than Artist) in connection with any live personal appearance tour performed by Artist, or

(vii) income derived by Artist from personal investments; or

(viii) the value of any musical instruments received in connection with commercial endorsements.

Except as expressly provided above, no expense, cost or disbursement incurred by Artist in connection with the receipt of gross monthly earnings (including salaries, shares of profits or other sums paid to an individual participating in Artist's performances) shall be deducted therefrom prior to the calculation of Manager's compensation hereunder.

(d) The compensation agreed to be paid to Manager shall be based solely upon gross monthly earnings of Artist recovered (based upon claims asserted by or on behalf of Artist or otherwise) or received by Artist during or after the Term of this Agreement in whole or in part as a result of any services performed by Artist, or any product of Artist's services or talents or of any property created by Artist, in whole or in part, during or prior (but not subsequently) to the Term hereof. Manager shall receive the gross monthly earnings of Artist as to which it is entitled to be compensated hereunder within thirty (30) days after the end of the month in which Artist receives gross monthly earnings pursuant to the provisions set forth in Section 10(a) hereof.

(e) In the event that Artist conducts business or forms a corporation during the Term of this Agreement for the purpose of furnishing and exploiting Artist's artistic talents, Manager shall have the irrevocable option, exercisable within ninety (90) days after the date it receives written notice of such event, to enter into a management contract with such business or corporation identical in all respects to this Agreement (except as to the parties thereto and the commencement date of the term of such contract

it being understood, however, that the expiration date of such contract shall be determined in the same manner as that provided herein)) subject to the following:

(i) In the event that Manager exercises such option within such ninety (90) day period, then the gross monthly earnings of such business or corporation derived in whole or in part from Artist's services, prior to the deduction of any corporate income or other taxes and of any corporate costs or expenses or other deductions, shall be included as part of Artist's gross monthly earnings as herein defined, and any salary paid to Artist by such business or corporation shall be excluded from Artist's gross monthly earnings for the purpose of calculating the compensation due to Manager hereunder.

(ii) In the event that Manager fails to exercise such option within such ninety (90) day period, then the gross monthly earnings of such business or corporation derived in whole or in part from Artist's services, prior to deduction of any corporate income or other taxes and any other corporate costs or expenses or deductions shall be excluded from Artist's gross monthly earnings as defined herein and any salary, dividends, or other distributions of profits as may be paid to Artist by such business or corporation shall be included as part of Artist's gross monthly earnings as herein defined.

(iii) The provisions of Section 7 paragraph (e) shall not apply to corporations or other entities affiliated with Artist (Affiliated Entities) and formed to undertake certain functions ancillary to Artist's activities such as, but not limited to, touring and music publishing. The names, addresses and jurisdiction of formation of Affiliated Entities shall be advised to Manager and Affiliated Entities shall be bound by and enjoy the benefits of the provisions of this Agreement as if Affiliated Entities had originally executed this Agreement.

(f) Artist agrees that all gross monthly earnings as herein defined shall be paid by all persons, firms or corporations directly to a business manager or business managers chosen by Artist and approved by Manager (the "Business Manager" or

“Business Managers”), which approval will not be unreasonably withheld or delayed. Manager hereby approves as Business Manager [to be inserted]. Artist agrees and does, for as long as Manager fulfills the material terms and conditions of this Agreement, irrevocably direct the Business Manager (i) to hold Artist’s gross monthly earnings in trust pending payment thereof to Manager, (ii) to keep separate and not commingle Artist’s gross monthly earnings with any other monies held by or due the Business Managers in connection with any other artist or business, and (iii) to pay Manager its share of the gross monthly earnings when due, in accordance with the provisions of this Section 7. If requested by Manager, Artist agrees (i) to execute an irrevocable letter of direction to the above effect, in a form acceptable to Manager, to each and every Business Manager employed by Artist, which letter shall be irrevocable so long as Manager fulfills the material terms and conditions of this Agreement and (ii) if there is a dispute between Manager and Artist in respect of the meaning or application of this Agreement, including without limitation a dispute as to the existence, validity or purported breach or termination of this Agreement or the amount of the gross monthly earnings of Artist or the compensation to which Manager is entitled hereunder or if there is another reasonable basis therefor (for example, by way of illustration, Manager has a reasonable concern that creditors of Artist may interfere or attempt to interfere with the payment of compensation due Manager hereunder) to direct the Business Managers to segregate all gross monthly earnings of Artist received by it into two separate accounts, one such account being for Artist’s share of such gross monthly earnings and the other being for Manager’s share. In the event that Artist nevertheless receives gross monthly earnings directly, Artist shall segregate, and shall be deemed to hold in trust for Manager, Manager’s share of such gross monthly earnings as determined in accordance with this Section 7. In the event that Manager receives Artist’s gross monthly earnings directly, Manager shall segregate and shall be deemed to hold in trust for Artist, the amount representing such gross monthly

earnings of Artist, less Manager's share thereof as determined in accordance with this Section 7.

(g) Manager shall bear its own expenses incurred in providing its services hereunder. Manager shall not be required to incur any extraordinary expenses in connection with its services; Manager may condition its agreement to incur any such extraordinary expenses upon Artist's agreement to reimburse Manager for same. The parties will discuss and agree in good faith which expenses, if any, would be deemed extraordinary expenses for purposes of this Agreement.

7.1 Reduction in Manager's Commission.

(a) Artist hereby warrants and represents that (i) Artist has entered [or will enter] into a fully-executed, written settlement agreement (the "Settlement Agreement"), [dated July 1, 2009], with Artist's prior personal manager [Ian ~~Monotone/Monotone, Inc.~~ ("Monotone")]; (ii) the Settlement Agreement, among other things, [will terminate] terminated Artist's engagement of ~~Monotone~~ and resolved [will resolve] all claims asserted by ~~Monotone~~ arising out of his [its] engagement by Artist and the termination of that engagement; (iii) pursuant to the Settlement Agreement, Artist has agreed [will agree] to pay ~~Monotone~~ a commission (the "~~Monotone~~ Commission") of [to be inserted] in connection with Artist's earnings from [to be inserted]; and (iv) as provided in the Settlement Agreement, the total aggregate ~~Monotone~~ Commission will not, in any event, exceed [to be inserted].

(b) Subject to the next sentence of this Paragraph 7.1(b), notwithstanding anything to the contrary in this Agreement, Manager's otherwise

applicable commission hereunder on gross monthly earnings from [to be inserted] will be reduced by the dollar amount of the ~~Monetary~~ Commission actually paid to ~~Monetary~~ pursuant to the Settlement Agreement on those same gross monthly earnings. [For the avoidance of doubt, in no event will Manager's otherwise applicable commission pursuant to this Agreement be reduced by virtue of the preceding sentence by more than a total aggregate amount of [to be inserted]].

8. **Representations and Agreements by Parties; Indemnities; Remedies.**

(a) (i) Artist agrees to cooperate with Manager to the fullest extent in the interest of the promotion of Artist's career.

(ii) Manager agrees to use Manager's best efforts to perform its services hereunder and to ensure the prompt payment and collection of all fees and other payments due to Artist in connection with Artist's career.

(iii) Each of Artist and Manager represents and warrants and covenants to the other that it is under no disability, restriction (contractual or otherwise) or prohibition with respect to its right to execute this Agreement and perform its terms and conditions, and that the execution, delivery and performance of this Agreement by it will not violate or conflict with any right or interest of any person or firm or subject the other to any liability, or claim of liability to any person.

(b) Each of Artist and Manager (the "Indemnifying Party") agrees to indemnify and hold the other harmless (the "Indemnified Party") against any and all losses, damages (consequential or otherwise), costs, expenses or fees (including reasonable attorneys' fees) arising out of, based upon or relating to any claim, suit or proceeding instituted by a third party against the Indemnified Party in which any assertion is made which is inconsistent with any warranty, representation or covenant made in this Agreement by the Indemnifying Party. Upon notice from the Indemnified Party of the

commencement of such claim, suit or proceeding, the Indemnifying Party shall assume the defense of the same. The Indemnified Party shall, however, have the right to participate at its own costs and expense with counsel of its own choosing in the defense of any such claim, suit or proceeding but all such actions shall be controlled by the Indemnifying Party which, among other things, shall have the right to settle or compromise the same. Notwithstanding the foregoing, in the event that the Indemnifying Party fails to promptly assume and thereafter diligently prosecute the defense of any such claim, suit or proceeding or in the event that the Indemnifying Party fails to promptly provide the Indemnified Party with reasonable assurance of its ability to satisfy any judgment that may be rendered in any such claim, suit or proceeding, then, and in only such event, the Indemnified Party shall have the right to assume the defense of and to settle or compromise the same for the account and at the expense of the Indemnifying Party.

(c) Artist expressly acknowledges that Manager's engagement and the rights granted to Manager hereunder with respect to Artist are of a special, unique and particular character which gives them peculiar value, and, in the event of the breach by Artist of any material term, condition, covenant, warranty or representation contained herein, Manager may be caused irreparable harm for which the remedy at law may be inadequate. Accordingly, Manager shall be entitled to seek any equitable relief which Manager deemed appropriate, including, without limitation, a direction that pending resolution of any dispute between Artist and Manager, Artist comply with the provisions of Section 7(f) of this Agreement, and Artist agrees not to oppose any such requested relief on the grounds that Manager has an adequate remedy at law.

9. **Term of Agreement.**

(a) As used in this Agreement the following terms shall have the meanings indicated: (i) "LP" shall refer to any and all long-playing recordings primarily

embodying Artist's performances and, initially commercially released after the Effective Date, each such LP being consecutively referred to herein as the "First LP", the "Second LP", the "Third LP", and so forth; and (ii) "Term" shall refer to the period described in Paragraph 9(b) below.

(b) The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the cessation of all touring activities in connection with the Third LP.

(c) The termination of this Agreement upon the expiration of the Term or by reason of any other event (other than Manager's material breach) shall not affect Manager's continuing right to receive the compensation provided for in Section 7 above and all relevant provisions of this Agreement, specifically including the record keeping and dispute resolution provisions of Section 10 and Section 21, shall continue in effect for as long as Manager is entitled to receive its compensation hereunder.

10. **Books and Records.**

Each of Manager and Artist shall keep or cause to be kept in the United States of America or the United Kingdom accurate, full and complete books of account and records (which books and records may be original or a copy) with respect to all amounts received and other transactions entered into in connection with Artist's professional career during the Term of this Agreement and for so long thereafter as Artist receives any gross monthly earnings to which Manager is entitled hereunder, which books and records may be inspected by the other party (but not more often than once in any 12 month period and not as to books and records more than three years old) at the location at which they are kept during regular business hours by a certified public or chartered accountant designated by the party seeking such inspection upon reasonable written notice to the other party. Each party shall render to the other party within thirty (30) days following the expiration of each calendar month during the Term hereof and for

so long thereafter as Artist receives any gross monthly earnings to which Manager is entitled hereunder, a written statement of account (an "Accounting Statement") showing the gross monthly earnings of Artist received by Artist during the preceding month and the Expenses (if any) incurred by Manager hereunder. The rendering of each such Accounting Statement shall be accompanied by payment to Artist or Manager, as the case may be, of the amount shown thereby to be due to Manager or Artist. Books and records required to be kept by Manager shall be kept at Manager's office the address of which is provided in Paragraph 18 hereof and the books and records required to be kept by Artist shall be kept by the Business Manager at the address stated in Paragraph 7 hereof.

11. **Entire Agreement; Amendments; Pronouns.** This Agreement constitutes the entire understanding of Artist and Manager with respect to the subject matter hereof and may not be amended or modified except by a written instrument signed by Artist and Manager. It is the final expression of agreement between Artist and Manager and neither Artist nor Manager shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers made prior to or simultaneously with or subsequent to the execution of this Agreement. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural as the identity of the person or persons may require. Words in the singular shall be read and construed as words in the plural and words in the plural shall be construed as words in the singular in all cases where the context requires.

12. **Binding Effect; Assignment.** This Agreement shall be binding upon and enure to the benefit of the parties' respective heirs, executors, administrators, successors, and permitted assigns. This Agreement may not be assigned, either in whole or in part, by either Artist or Manager except upon the prior written consent of the other.

13. **Notice of Default.** It is agreed that as a condition precedent to any assertion by Artist or Manager that the other is in default in performing any obligation

contained herein, the party alleging the default must advise the other in writing of the specific facts upon which it is claimed that the other is in default and of the specific obligation which it is claimed has been breached, and the other party shall be allowed a period of thirty (30) days after receipt of such written notice within which to cure such default. In the event the default alleged is material and is not cured within such thirty (30) day period, the party which alleged the default shall be entitled to exercise such rights and remedies as it may have (whether legal or equitable), including without limitation, termination of this Agreement and claims for damages or an accounting. Termination of this Agreement, for whatever reason, shall not affect any rights accrued by the terminating party prior to the date of termination.

14. **No Partnership.** This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto.

15. **Governing Law.** Artist and Manager desire to take advantage of the well-developed commercial law of New York and, accordingly, this Agreement shall be construed in accordance with the laws of the State of New York governing contracts wholly executed and performed therein.

16. **Separability.** In the event any provision hereof shall be for any reason illegal or unenforceable, the same shall not affect the validity or enforceability of the remaining provisions hereof.

17. **Parties.**

(a) Artist consists of the individuals identified at the foot of this Agreement, and this Agreement shall apply to Artist, to each of such individual(s) and to any other individuals who may join Artist and become signatories to this Agreement jointly and severally and to the activities, interests and contracts of each member of Artist, individually, and all of them collectively.

(b) The substitution of any individual or individuals for any of the individual signatories to this Agreement (and any substitutes therefor), and the addition to or subtraction from the original number of individuals comprising Artist hereunder shall be done only after consultation with Manager. Artist shall give Manager written notice if, during the Term of this Agreement, any member of Artist leaves Artist, if an individual is added to Artist or if Artist disbands. Manager shall have the right, but not the obligation, to terminate this Agreement by giving written notice to Artist within forty-five (45) days after Manager's receipt of Artist's written notice that a member has left Artist or Artist has disbanded. At Manager's request, Artist shall cause any individual not a signatory hereto who hereinafter becomes a member of Artist to enter into an agreement stating that he or she agrees to be bound by the terms of this Agreement.

(c) In the event that during the Term of this Agreement, any of the individual signatories hereto comprising Artist (i) leaves Artist, or (ii) Artist disbands, Manager shall have the irrevocable option, exercisable in writing within forty-five (45) days after the date it receives written notice of such event, to enter into a new management contract with one or more such individuals ("Leaving Member(s)") identical in all respects to this Agreement, except as to the parties thereto and as specified in the following provisions (said new contract shall be hereinafter referred to as a "Leaving Member Agreement"). For purposes of Section 9, (i) any LP's released by Artist during the term of this Agreement shall be deemed to have been released during the Term of the Leaving Member Agreement (so that, for example, if the term of the Leaving Member Agreement commenced after the release of the Second LP hereunder, the term of the Leaving Member Agreement would expire upon the cessation of touring activities in connection with the next LP released by the Leaving Member, and (ii) gross monthly earnings received by the Leaving Member under the terms of this Agreement shall be deemed to be received by him during the term of the Leaving Member Agreement.

18. **Notices.** Any notice or other communication under this Agreement shall be in writing and shall be deemed given when (a) delivered by hand to the addressee or (b) received by the addressee, if sent by Express Mail, Federal Express or other express delivery service, at the following addresses (or to such other address as a party maspecify by notice given to the other party pursuant to this provision):

If to Artist, to:

[to be inserted]

With a copy to:

John P. Strohm, Esq.

[to be inserted]

Email: [to be inserted]

Phone: [to be inserted]

If to Manager, to:

Q Prime Inc.

709 Seventh Avenue

14th Floor

New York, New York 10019

USA

Attention: Mr. Clifford Burnstein

Mr. Peter Mensch

Tel.: (212) 302-9790

Fax: (212) 302-9587

Email: peter@qprime.com

cliff@qprime.com

With a copy to:

Law Office of Jonathan F. Horn

805 Third Avenue - 12th Floor

New York, New York 10022

USA

Tel.: (212) 301-4190

Fax: (212) 656-1225

Email: jhorn@jonathanhorn.com

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Insurance.** Artist shall use its best efforts to cause Manager, and the shareholders, directors, officers and employees of Manager, to be named as additional insureds under any general liability insurance policies (including tour insurance) obtained by Artist in connection with Artist's professional activities; provided that the such coverage for the benefit of Manager can be obtained without additional cost to Artist. Upon request of Manager, Artist shall provide to Manager appropriate certificates of insurance evidencing the obtaining of the foregoing insurance coverage.

21. **Arbitration of Disputes.**

(a) Any dispute between Artist and Manager regarding the meaning or application of this Agreement shall be resolved by arbitration in The City of New York in accordance with the rules of the American Arbitration Association ("AAA") before a panel of three arbitrators selected as hereinafter provided. The decision of the panel shall be binding upon the parties and enforceable against them by any court having jurisdiction. Notwithstanding the preceding, nothing herein shall prevent any party from seeking and obtaining preliminary, equitable relief, including injunctive relief, from a court of law pending the resolution of any dispute subject to arbitration hereunder.

(b) Any party (a "Claimant") may initiate an arbitration proceeding hereunder by giving written notice (the "Arbitration Notice") to any other party (the "Respondent") (i) specifying the nature of the dispute in reasonable detail, and (ii) identifying an individual to act as such party's designated arbitrator. Not later than fifteen days after delivery of the Arbitration Notice, the Respondent shall give written notice to the Claimant identifying an individual to act as the Respondent's designated arbitrator. The third arbitrator, who shall act as Chair of the panel, shall be selected by

the mutual agreement of the persons acting as the designees of the Claimant and the Respondent and if they are unable to agree within 30 days of the giving of the Arbitration Notice, the third arbitrator shall be appointed by the AAA.

(c) It is the intention of the parties that the arbitration be concluded within 180 days of the giving of the Arbitration Notice, that limited civil discovery consistent with the parties' desire for an expedited proceeding be permitted, that hearings before the arbitrators be limited to a total of not more than four business days, that each side be given not more than two business days to present its case (including opening and closing statements), and that each side be limited to no more than one day for the cross examination of the other side's witnesses. The arbitrators shall issue a written decision which shall be mailed to the parties not more than 10 business days following the completion of the arbitration hearings. The parties may alter the procedural rules set forth herein by joint written instructions given to the arbitrators. The Chair may alter the procedural rules set forth herein upon the request of either party if the Chair determines that such alteration is required in order to avoid a substantial injustice to the requesting party.

(d) The arbitrators shall have full authority to resolve all matters in dispute between the parties and to award any remedy or relief that a court in the State of New York could order or grant, but excluding the power to award punitive damages. The arbitrators shall award to the prevailing party, if any, all of out of pocket costs and expenses incurred by such party in connection with the arbitration, including reasonable attorney's fees and disbursements, and such party's share of the administrative costs of the arbitration (including the fees of such party's designated arbitrator in an amount not to exceed the fees payable to the Chair). The arbitrators shall also award the prevailing party, if applicable, interest on any payments not timely made hereunder at such rate as the arbitrators may deem equitable in the circumstances.

IN WITNESS WHEREOF, Artist and Manager have caused this Agreement to be executed as of the date first indicated above.

ARTIST.

PRIME INC.

By: _____
Co-President

Griffin Goldsmith

Ray Strachan

Wynn Sullivan