

ESTTA Tracking number: **ESTTA352745**

Filing date: **06/14/2010**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

| | |
|------------------------|---|
| Proceeding | 92051963 |
| Party | Defendant Even St. Productions, Ltd. |
| Correspondence Address | JAY COGGAN EVEN ST. PRODUCTIONS LTD. 1925 CENTURY PARK EAST, SUITE 2320 LOS ANGELES, NY 90067 UNITED STATES rbecker@frosszelnick.com |
| Submission | Motion to Suspend for Civil Action |
| Filer's Name | Robert A. Becker |
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| Signature | /Robert Becker/ |
| Date | 06/14/2010 |
| Attachments | Exhibit B to Registrant's Motion to Suspend (F0637895).PDF (97 pages) (4534093 bytes) |

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Los Angeles Superior Court

MAY 12 2010

John A. Clarke, Executive Officer/Clerk
By *[Signature]* Deputy
DOROTHY SWAIN

6 Attorneys for Cross-Complainants EVEN ST. PRODUCTIONS, LTD., MAJOKEN, INC., GERALD
GOLDSTEIN, STEPHEN TOPLEY, GLENN STONE.
7

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 SYLVESTER STEWART, an individual)
p/k/a SLY STONE, p/k/a SLY AND THE)
11 FAMILY STONE; and KEN ROBERTS, an)
individual, aka KENNETH ROBERTS)

CASE NO: BC430809

FIRST AMENDED CROSS-
COMPLAINT FOR:

12 Plaintiffs,)

13 v.)

- 1) BREACH OF WRITTEN CONTRACT;
- 2) FRAUD;
- 3) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;
- 4) NEGLIGENCE INTERFERENCE WITH CONTRACTUAL RELATIONS;
- 5) BREACH OF WRITTEN CONTRACT;
- 6) BREACH OF WRITTEN CONTRACT;
- 7) BREACH OF WRITTEN CONTRACT;
- 8) DEFAMATION; and
- 9) DEFAMATION.

14 GERALD GOLDSTEIN aka JERRY)
15 GOLDSTEIN, individually and as co-trustee)
of the AMADEUS TRUST, and as Trustee)
16 of the GERALD GOLDSTEIN)
REVOCABLE TRUST, and as a managing)
17 member of AMADEUS CAPITAL)
INVESTORS, LLC, AMADEUS B, LLC,)
18 and AVITTA PROPERTIES, LIMITED;)
CLAIRE GOLDSTEIN, an individual, and)
19 as co-trustee of the AMADEUS TRUST,)
and as a managing member of AMADEUS)
20 CAPITAL INVESTORS, LLC, AMADEUS)
B, LLC and AVITTA PROPERTIES)
21 LIMITED; JACLYN LEVINE, an)
individual; STEPHEN TOPLEY, an)
22 individual; GLENN STONE, an individual;)
ELVA HACKNEY, an individual and as a)
23 principal of COLUMBIA STREET, INC.;)
COLUMBIA STREET, INC., a California)
24 corporation; EVEN ST. PRODUCTIONS,)
LTD., a New York corporation, formerly)
25 known as STONE FIRE PRODUCTIONS,)
LTD.; MAJOKEN INC., a New York)
26 corporation; MAJOKEN, INC., a New York)
corporation; JERRY GOLDSTEIN MUSIC,)
27 INC., a New York corporation; AUDIO)
VISUAL ENTERTAINMENT, INC., a)
28 California corporation, dba AVENUE)
RECORDS and dba AVENUE MUSIC)

1 GROUP; GERALD GOLDSTEIN)
2 REVOCABLE TRUST, dated November 6,)
3 1998, an express revocable living trust;)
4 AMADEUS TRUST, dated January 24,)
5 2000, an express revocable living trust;)
6 AMADEUS CAPITAL INVESTORS, LLC,)
7 a California limited liability company;)
8 AMADEUS B, LLC, a New York limited)
9 liability company, AVITTA PROPERTIES)
10 LIMITED, a British Virgin Islands)
11 corporation; FIRST CALIFORNIA BANK,)
12 a California corporation, successor-in-)
13 interest to MERCANTILE NATIONAL)
14 BANK; BROADCAST MUSIC, INC., a)
15 New York corporation; SONY MUSIC)
16 ENTERTAINMENT, a Delaware)
17 corporation; SONY MUSIC)
18 ENTERTAINMENT, a Delaware)
19 corporation; WARNER/CHAPPELL)
20 MUSIC, INC., a Delaware corporation;)
21 WARNER-TAMERLANE PUBLISHING)
22 CORP., a California corporation; SOUND)
23 EXCHANGE, INC., a Delaware)
24 corporation; All Persons Unknown Claiming)
25 Any Legal or Equitable Right, Title, Estate,)
26 Lien, or Interest in the Property Described in)
27 the Complaint Adverse to Plaintiff's)
28 Property Interests, and DOES 1 through 100,)
inclusive,

Defendants.

17 EVEN ST. PRODUCTIONS, LTD., a New)
18 York corporation; MAJOKEN, INC., a New)
19 York corporation; GERALD GOLDSTEIN,)
20 an individual; GLENN STONE, an individual;)
21 STEPHEN TOPLEY, an individual,

Cross-Complainants,

v.

22 SYLVESTER STEWART, an individual)
23 professionally known as SLY STONE;)
24 ROBERT J. ALLAN, individually;)
25 BROADCAST MUSIC, INC., a New York)
26 corporation; SONY MUSIC)
27 ENTERTAINMENT, a Delaware corporation;)
28 WARNER/CHAPPELL MUSIC, INC., a)
Delaware corporation; LEE TRINK, an)
individual; PROSPECT PARK, LLC, a)
California limited liability company; and)
ROES 1 THROUGH 10, inclusive,

Cross-Defendants

1 CROSS-COMPLAINANTS EVEN ST. PRODUCTIONS, LTD., a New York corporation
2 ("Even St."), MAJOKEN, INC., a New York corporation ("Majoken, Inc."), GERALD
3 GOLDSTEIN, an individual ("Goldstein"), GLENN STONE, an individual ("Stone") and
4 STEPHEN TOPLEY, an individual ("Topley"), allege as follows:

5 **FACTS COMMON TO ALL CAUSES OF ACTION**

6 1. Cross-Complainant Even St., was and is, a corporation incorporated in the State of
7 New York with its principal place of business located in the County of Los Angeles, State of
8 California.

9 2. Cross-Complainant Majoken, Inc. was and is, a corporation incorporated in the State
10 of New York, with its principal place of business located in the County of Los Angeles, State of
11 California. Majoken, Inc. is a wholly owned subsidiary of Even St.

12 3. Cross-Complainant Goldstein is an individual who, at all times relevant herein, has
13 resided in the County of Los Angeles, State of California.

14 4. Cross-Complainant Stone is an individual who, at all times relevant herein, has
15 resided in the County of Nassau, State of New York.

16 5. Cross-Complainant Topley is an individual who, at all times relevant herein, has
17 resided in the County of Honolulu, State of Hawaii.

18 6. Cross-Complainants are informed and believe, and thereon allege, that at all times
19 material hereto, Cross-Defendant SYLVESTER STEWART, an individual professionally known
20 as SLY STONE (hereinafter "Stewart"), is, and at all times, was, an individual residing in the
21 County of Los Angeles, State of California.

22 7. Cross-Complainants are informed and believe and thereon allege that, at all times
23 material hereto, Cross-Defendant ROBERT J. ALLAN ("Allan"), is, and was, an individual
24 residing in the County of Los Angeles, State of California. Cross-Complainants are further
25 informed and believe and thereon allege that Allan is a member of the California State Bar, and has
26 bar number 119010.

27 8. Cross-Complainants are informed and believe and thereon allege that, at all times
28 material hereto, Cross-Defendant LEE TRINK ("Trink"), is, and was, an individual residing in the

1 County of Los Angeles, State of California.

2 9. Cross-Complainants are informed and believe and thereon allege that Cross-
3 Defendant, PROSPECT PARK, LLC ("Prospect Park"), is, and was, a limited liability company
4 organized and existing pursuant to the laws of the State of California, with its principal place of
5 business located in the County of Los Angeles, State of California.

6 10. Cross-Complainants are informed and believe and thereon allege that Cross-
7 Defendant, WARNER/CHAPPELL MUSIC, INC. ("Warner/Chappell"), is, and was, a corporation
8 organized and existing pursuant to the laws of the State of Delaware, with its principal place of
9 business located in the County of Los Angeles, State of California.

10 11. Cross-Complainants are informed and believe and thereon allege that Cross-
11 Defendant, SONY MUSIC ENTERTAINMENT ("Sony"), is, and was, a corporation organized and
12 existing pursuant to the laws of the State of Delaware, with its principal place of business located
13 in the County of Los Angeles, State of California.

14 12. Cross-Complainants are informed and believe and thereon allege that Cross-
15 Defendant, BROADCAST MUSIC, INC. ("BMI"), is, and was, a corporation organized and
16 existing pursuant to the laws of the State of New York, and is, and at all times herein mentioned
17 was, doing, and authorized to do business in the County of Los Angeles, State of California.

18 13. Cross-Complainants are unaware of the true names and capacities of those Cross-
19 Defendants sued herein as ROES 1-10, inclusive, and therefore sue them under such fictitious
20 names. Cross-Complainants will seek leave of court to amend this Cross-Complaint to allege their
21 true names and capacities when the same has been ascertained.

22 14. Cross-Complainants are informed and believe, and thereon allege, that at all times
23 material hereto, Cross-Defendants, and each of them, including those named herein as ROES, were
24 agents, servants and employees of the other Cross-Defendants, and in doing the acts herein
25 mentioned, where acting within the course and scope of such agency and employment, and with
26 the knowledge and consent of the remaining Cross-Defendants.

27 15. Stewart is more commonly known as Sly Stone, the frontman and leader of the
28 popular music group "Sly and the Family Stone," which came to prominence in the late 1960's.

1 16. Goldstein and Stewart have known each other since the mid to late 1960's.

2 17. Topley and Stewart have known each other since the mid to late 1960's when Topley
3 was Stewart's tour manager. Along with being long time business associates, Topley and Stewart
4 were old friends.

5 18. While Stewart and his band "Sly and the Family Stone" had reached iconic status
6 in the music business in the late 1960's and early 1970's, from the mid to late 1970's through the
7 early 1980's, Stewart's music career was in a state of great decline. Although he had released
8 records as Sly Stone, he had not had a commercial success during that period. Moreover, by the
9 late 1980's, Stewart was financially destitute. His financial problems included, but were not limited
10 to the fact that the Internal Revenue Service had placed liens upon his assets, including his rights
11 to receive royalties from the exploitation of his musical compositions and recordings ("past
12 royalties"), in an amount of approximately eighteen million dollars (\$18,000,000.00) for nearly two
13 (2) decades of unpaid income taxes and unfiled income tax returns and he owed his former record
14 label, Sony Music as successor in interest to CBS Records, Inc., approximately two million dollars
15 (\$2,000,000.00). Further, Stewart's royalty stream from the exploitation of the musical
16 compositions of "Sly and the Family Stone" were minimal compared to the debt that were being
17 serviced by them. Finally, Stewart was facing the possibility of jail time, as he had been charged
18 with various drug offenses by the Los Angeles District Attorney, and was living on the lamb in
19 New Jersey.

20 19. In November of 1988, Stewart contacted Topley and expressed his desire to actively
21 return to the music business. Topley informed Stewart that he would be in New York on other
22 business with Goldstein, and that he wanted to meet with Stewart to discuss the possibilities of a
23 business relationship.

24 20. In November of 1988, Stewart met with Topley, Goldstein and Stone in New York
25 regarding a possible business relationship based upon Stewart's return to the music business.

26 21. From November of 1988 through February of 1989, Topley, Goldstein, Stone and
27 Stewart discussed and negotiated a business arrangement concerning Stewart's future recording and
28 performing career.

1 22. In January of 1989, Topley, Goldstein and Stone, at Stewart's request, agreed to pay
2 some of Stewart's personal expenses while the parties continued to negotiate their business deals.

3 23. Despite the dire financial condition of Stewart, and the fact that the royalty stream
4 for the past royalties of the "Sly and the Family Stone" were minimal compared to the debt that
5 said royalties were servicing, Goldstein, Stone and Topley agreed to take a major financial risk and
6 enter into business with Stewart, in an attempt to fuel Stewart's comeback in the music industry.
7 The purpose of the business arrangement was always forward looking to the future, with the
8 emphasis on Stewart's comeback.

9 24. To that end, Goldstein and Stone formed a corporation called T.A.G. Management,
10 Inc., a New York corporation ("TAG"). Stewart agreed to form a New York corporation called
11 I.B.I.U.B.U., Inc. ("IBIUBU") which he was to be the sole shareholder. Neither Goldstein, Stone
12 nor Topley has ever had any interest in IBIUBU.

13 25. On February 7, 1989, TAG and IBIUBU caused a Certificate of Incorporation for
14 the Stone Fire Productions, Ltd. ("Stone Fire") to be filed with the New York State Department of
15 Corporations.

16 26. On February 27, 1989, TAG, through Stone, and IBIUBU, through Stewart, and
17 Stone Fire, through Topley, entered into a Shareholders' Agreement with respect to Stone Fire.
18 A true and correct copy of said Shareholders' Agreement is attached hereto as Exhibit "A" and
19 incorporated herein by reference as though fully set forth.

20 27. Pursuant to Paragraph 1 of Exhibit A, TAG and IBIUBU each were 50%
21 shareholders, each owning 10 shares each of Stone Fire.

22 28. Pursuant to Paragraph 4 of Exhibit A, "TAG shall be employed, appointed and
23 empowered with the duty and obligation of the day to day management of the Corporation and such
24 power is effectuated by the election of officers as provided for in paragraph 3 above. As
25 compensation for the duty and obligation undertaken by TAG, TAG shall be paid all net profits of
26 the corporation not to exceed fifty (50%) percent of the net profits of the Corporations. The net
27 profits of the Corporation are defined as profits after the deduction of all reasonable and necessary
28 expenses of the Corporation, including a fee of ten (10%) percent for administering the affairs of

1 its artists and except for those amounts paid to Sylvester Stewart p/k/a Sly Stone pursuant to an
2 employment agreement referred to in paragraph 5 below.”

3 29. Pursuant to Paragraph 5 of Exhibit A, “The corporation shall enter into an
4 Employment agreement to employ the skills, services and talents of Sylvester Stewart p/k/a Sly
5 Stone. The basic terms of said agreement shall be for Stewart’s exclusive services for a period of
6 five (5) years and his compensation for said services shall be fifty (50%) percent of the net profits
7 of the Corporation as defined above.”

8 30. On February 27, 1989, along with Exhibit A, Stewart, personally, and Stone Fire,
9 through Topley, executed an employment agreement. A true and correct copy of said employment
10 agreement is attached hereto as Exhibit “B” and incorporated herein by reference as though fully
11 set forth. The employment agreement was for a five year term. Paragraph 1(b) of the employment
12 agreement specifically stated that it was terminable at the option of Stewart if the company did not
13 pay Stewart gross compensation in the sum of \$75,000 in the first year, \$100,000 in the second
14 year, \$150,000 in the third year and \$250,000 in the fourth year. Pursuant to Paragraph 3 of the
15 employment agreement, “[t]he company shall pay to Employee as compensation for his exclusive
16 services fifty (50%) percent of the Companies net profits. Net profits shall be defined as profits
17 after the deduction of all reasonable and necessary expenses of the Company including a fee of ten
18 (10%) for administering the affairs of its artist and excluding all amounts paid pursuant to this
19 agreement.”

20 31. Paragraph 6 of Exhibit B states in relevant part, “[t]he Company hereby
21 acknowledges the necessity to advance monies to the Employee for living expenses. The Company
22 will use it’s best efforts to satisfy those needs, however, such advances shall be within the sole
23 discretion of the Company. These advances shall be fully recouped by the company against the
24 Employee’s compensation as provided for herein as well as from compensation to Employee from
25 agreements between him and any of Company’s affiliates or subsidiaries.”

26 32. Pursuant to Paragraph 7(a) of Exhibit B “[t]he Employee agrees at all times to
27 devote himself to his career and employment and to do all things necessary and desirable to
28 promote his career and services and earnings therefrom. This shall include, but not be limited to

1 recording sessions, live performances, rehearsals, photographic sessions, video sessions and other
2 promotion activities as the Company may direct. The Employee acknowledges that the Company
3 shall attempt to develop and exploit his skills and talents in the entertainment, music, recording,
4 motion picture, television, radio, literary, theatrical, advertising and amusement fields and all
5 similar fields whether now known or hereafter devised.”

6 33. On February 27, 1989, along with Exhibits A and B, Stewart executed an
7 Assignment of all of his rights, title and interest in and to any and all claims, rights, causes of
8 action and benefits resulting from the prior exploitation of his skills, talents and services in the
9 entertainment industry to Stone Fire. A true and correct copy of said Assignment is attached hereto
10 as Exhibit “C” and incorporated herein by reference as though fully set forth.

11 34. On April 9, 1989, Stone Fire filed a Certificate of Amendment with the State of
12 New York, Department of State, Amending the name of Stone Fire to Even St. A true and correct
13 copy of the Certificate of Amendment is attached hereto as Exhibit “D” and incorporated here in
14 by reference as though fully set forth.

15 35. From 1989 through present, Stewart constantly wrote musical compositions and
16 recorded songs pursuant to Exhibits A and B, using equipment which was purchased by Even St.
17 and studio time which was rented by Even St., all at substantial expense to Even St. However,
18 Stewart, at all times, has failed and refused, and continues to fail and refuse to allow Even St. to
19 release any of said songs on record albums or to deliver recordings to Even St.

20 36. From 1989 to present, Stewart personally has been paid advances from Even St.
21 which have exceeded his rightful profit share by the sum of approximately Two Million Five
22 Hundred Thousand Dollars (\$2,500,000.00). These advances have been paid to Stewart to cover
23 his living expenses, his travel expenses, his motorcycle expenses (for multiple motorcycles), his
24 luxury car expenses (including the purchases of Hummers, BMWs), defense costs in several legal
25 matters, including the matter of *Ruby Jones v. Stewart* and various child support proceedings, the
26 payment of child support on behalf of Stewart, and the payment of substantial monies to numerous
27 landlords whose property Stewart had damaged. Further, at no time have any of these advances
28 made to Stewart ever been recouped by Even St., because: 1) Stewart has failed and refused to

1 deliver recordings to Even St.; 2) Stewart has refused to allow Even St. to release any of his new
2 music which Even St. has paid to record; 3) Stewart has refused to tour for Even St.; and 4) the
3 royalties generated from the exploitation of the musical compositions of Sly and the Family Stone
4 have been insufficient to cover said advances.

5 37. From February 24, 1994 through August, 2006, on at least 47 different occasions,
6 Stewart has signed written extensions of Exhibit B, extending said employment agreement through
7 February of 2007. Stewart had his own independent attorney, Richard Joseph, Esq., represent him
8 with respect to entering into said extensions of Exhibit B. Further, Cross-Complainants are
9 informed and believe and thereon allege that Joseph signed off on a majority of said extensions as
10 "APPROVED TO AS TO FORM AND CONTENT." True and correct copies of many of the
11 signed written extensions of the employment agreement are attached hereto as Exhibit "E" and
12 incorporated herein by reference as though full set forth. The substance of each and every
13 extension was identical.

14 38. Plaintiff is informed and believes and thereon alleges that in or about June of 2009,
15 Stewart caused his representative, Lee Trink of Prospect Park, LLC, to send letters to
16 Warner/Chappell, Inc., BMI and Sony Music Entertainment, falsely notifying them that Goldstein
17 had been wrongfully collecting royalties from BMI, Warner/Chappell and Sony, and that they were
18 erroneously paying royalties to Goldstein on Stewart's behalf. As a result of these letters, BMI,
19 Warner/Chappell and Sony have all ceased making any royalty payments to Even St. and Majoken,
20 Inc. in accordance with Exhibit C, even though Even St. is the rightful assignee of such royalty
21 payments. BMI, Warner/Chappell and Sony are in breach of their agreements to administer past
22 royalties owed to Even St. and Majoken, Inc.

23 39. Even St.'s financial support of Stewart's composing, recording and potential
24 performing continued from 1989 through 2007, at substantial expense to Even St.

25 **FIRST CAUSE OF ACTION**

26 **(BREACH OF WRITTEN CONTRACT ASSERTED BY EVEN ST. PRODUCTIONS**
27 **AGAINST CROSS-DEFENDANT SYLVESTER STEWART)**

28 40. Cross-Defendant incorporates paragraphs 1 through 39, inclusive, as though fully

1 set forth at this place.

2 41. On or about February 27, 1989, Stewart and Even St. entered into a written
3 employment agreement which is attached hereto as Exhibit B. Plaintiff is informed and believes
4 and thereon alleges that Stewart was represented by counsel with respect to entering into and
5 executing Exhibit B.

6 42. From February 27, 1989 through the present, Exhibit B has been extended in writing
7 by Stewart on at least 47 different occasions, the majority of which were executed with approval
8 and consent of Stewart's own attorney Richard Joseph, Esq.

9 43. Stewart has repeatedly breached the terms and conditions set forth in Exhibit B and
10 Exhibit E by: 1) refusing to promote his career; 2) refusing to promote his services; 3) refusing to
11 promote his earnings; 4) refusing to conduct live performances; 5) refusing to tour; 6) refusing to
12 deliver new music; 7) refusing to deliver new recordings of new music; 8) refusing to consent to
13 the release of new music; 8) failing and refusing, and continuing to fail and refuse to repay monies
14 advanced to him and which have remained unrecouped, even though demands for same have been
15 made.

16 44. Stewart has breached the covenant of good faith and fair dealing which is found in
17 every contract, by unreasonably refusing to deliver new recordings and approve the release of new
18 music which he recorded, even though said music was marketable, and by refusing to appear for
19 live performances on Even St.'s behalf. These acts of Stewart have deprived Even St. of the fruits
20 of contract, and deprived Even St. of substantial monies which it paid for Stewart to make said
21 recordings.

22 45. Even St. has performed all conditions, covenants and promises required by it on its
23 part to be performed in accordance with the terms and conditions of the aforesaid written
24 agreements, except those conditions, covenants and promises which have been excused by
25 Stewart's breach.

26 46. As a result of Stewart's breach of the aforesaid written agreement, Even St. has
27 suffered substantial compensable losses in excess of Two Million Five Hundred Thousand and
28 xx/100 Dollars (\$2,500,000.00), together with lawful interest, according to proof of which will be

1 offered at the time of trial.

2 **SECOND CAUSE OF ACTION**

3 **(FRAUD ASSERTED BY EVEN ST. AGAINST CROSS-DEFENDANT SYLVESTER**
4 **STEWART)**

5 47. Cross-Complainants incorporate paragraphs 1 through 39, inclusive, as though fully
6 set forth at this place.

7 48. On or about February 27, 1989, Cross-Defendant Stewart entered into Exhibit B
8 with Even St. Pursuant to Exhibit B, Stewart promised to "devote himself to his career and
9 employment and to do all things necessary and desirable to promote his career and services and
10 earnings therefrom. This shall include, but not be limited to recording sessions, live performances,
11 rehearsals, photographic sessions, video sessions and other promotion activities as the Company
12 may direct. The Employee acknowledges that the Company shall attempt to develop and exploit
13 his skills and talents in the entertainment, music, recording, motion picture, television, radio,
14 literary, theatrical, advertising and amusement fields and all similar fields whether now known or
15 hereafter devised."

16 49. In reliance for Stewart's promise, as set forth in Paragraph 38 above, Even St.
17 agreed to: 1) pay Stewart 50% of the company's net profits; 2) allow Stewart to terminate Exhibit
18 B in the event that his compensation was not at least \$75,000 in year one, \$100,000 in year two,
19 \$150,000 in year three or \$250,000 in year four.

20 50. Further, in reliance upon Stewart's promise as set forth in Paragraph 37 above, Even
21 St. paid Stewart more than \$2,500,000 more than he was entitled to pursuant to Exhibits A and B
22 for his living expenses, automobiles, motorcycles, legal fees, child support payments, etc. To date,
23 Stewart has failed and refused, and continues to fail and refuse to return said money to Even St.

24 51. At the time that Stewart made the promises set forth in Paragraph 48 above, he had
25 no intention of performing them. Stewart made said promises in order to induce Even St. to pay
26 him advances and to pay his personal expenses, while he did nothing to promote his career or his
27 music.

28 52. In reliance upon these misrepresentations by Stewart, Even St. paid to Stewart or

1 on Stewart's behalf in excess of \$2,500,000 more than he was entitled pursuant to Exhibits A and
2 B.

3 53. Even St.'s reliance was justified in that Stewart, through his company IBIUBU was
4 a 50% owner, as Stewart was a popular music legend whose career was in desperate need of a
5 comeback and as Stewart reached out to Even St., through its principals, and represented to it that
6 he seriously desired a comeback to the music scene.

7 54. As a proximate cause of the fraud and deceit of Cross-Defendant Stewart, Even St.
8 has suffered substantial compensable losses in an amount to be proven at trial, but believed to be
9 in excess of \$2,500,000.00.

10 55. In doing the acts hereinabove alleged Stewart acted fraudulently, intentionally,
11 maliciously, and with a conscious disregard of the economic consequences and rights of Even St.,
12 which justifies an award of exemplary and punitive damages according to proof at time of trial.

13 **THIRD CAUSE OF ACTION**

14 **(INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

15 **ASSERTED BY EVEN ST. AND MAJOKEN, INC. AGAINST CROSS-DEFENDANTS**

16 **STEWART, PROSPECT PARK, LLC AND LEE TRINK)**

17 56. Cross-Complainants allege and incorporates herein by reference Paragraphs 1
18 through 39, inclusive, of Cross-Complainant's causes of action with the same force and effect as
19 though fully set forth herein.

20 57. Cross-Complainant Majoken, Inc. has an existing and enforceable contractual
21 relationship with BMI. Cross-Complainant Even St. has an existing and enforceable contractual
22 relationship with Warner/Chappell, Inc. and Sony. BMI, per written agreement, collected and
23 administered past royalties generated by the public performance of Stewart's compositions, to
24 Majoken, Inc. Warner/Chappell, Inc., through written agreement with Even St.'s assignor and
25 others, and for the benefit of Even St., administers past royalties generated through the use of the
26 publishing rights of musical compositions written by Stewart, to Even St., as Even St. is the
27 assignee of said royalties and licensing fees by way of Assignment reflected in Exhibit C. Sony,
28 through written agreements with Even St., administers past royalties generated through the use of

1 master recordings of compositions written by and performed by Sylvester Stewart and or "Sly and
2 the Family Stone," to Even St., as Even St. is the assignee of said royalties and licensing fees by
3 way of the Assignment reflected in Exhibit C.

4 58. Cross-Defendants Stewart, Trink and Prospect Park knew of the existing contractual
5 relationships between Even St. one the one hand, and Warner/Chappell and Sony, on the other
6 hand, and Majoken, Inc. on the one hand and BMI on the other hand, and intentionally acted to
7 interfere with, or otherwise disrupt, those relationships through the actions pled herein, including
8 without limitation, said Cross-Defendants false statements to BMI, Warner/Chappell and Sony that
9 royalty payments made to Goldstein on behalf of Stewart have been erroneous. The truth of the
10 matter was that all past royalties administered by BMI, Warner/Chappell and Sony have been made
11 to Majoken, Inc. and Even St., which are the rightful recipients of all of said royalties.

12 59. The conduct of Defendants was wrongful and actually disrupted the contractual
13 relationship that Even St. had with Warner/Chappell and Sony, and Majoken, Inc. had with BMI,
14 because BMI, Warner/Chappell and Sony, in response to same, have withheld all past royalties
15 owed to Even St.

16 60. As a direct and proximate result of Cross-Defendants' conduct, Even St. and
17 Majoken, Inc. have been damaged in an amount according to proof, but which amount Even St.
18 believes to be in excess of Five Hundred Thousand dollars (\$500,000.00).

19 61. Cross-Defendants' actions as alleged herein were fraudulent, willful, oppressive and
20 malicious and were undertaken in conscious disregard of the rights of Majoken, Inc. and Even St.,
21 thereby entitling Even St. to punitive damages in an amount according to proof.

22 **FOURTH CAUSE OF ACTION**

23 **(NEGLIGENT INTERFERENCE WITH CONTRACTUAL RELATIONS ASSERTED**
24 **BY EVEN ST. AGAINST CROSS-DEFENDANTS STEWART, PROSPECT PARK, LLC**
25 **AND LEE TRINK)**

26 62. Cross-Complainants allege and incorporate herein by reference Paragraphs 1
27 through 39, inclusive, of Cross-Complainants' causes of action with the same force and effect as
28 though fully set forth herein.

1 though fully set forth herein.

2 68. A written agreement between Stewart and BMI exists with respect to BMI's
3 administration of past royalties concerning Stewart. Said past royalties have been assigned from
4 Stewart to Majoken, Inc. BMI collects royalties generated by the public performance and
5 exploitation of the music of Stewart and "Sly and the Family Stone." BMI administers said
6 royalties to Majoken, Inc., and in return, is paid an administration fee for same. Said written
7 agreement and assignment to Majoken, Inc. is attached hereto as Exhibit "F."

8 69. BMI has breached the written agreement, by withholding royalty payments which
9 belong to Majoken, Inc., even though it has no right to do so.

10 70. Majoken, Inc. has performed all conditions, covenants and promises required by it
11 on its part to be performed in accordance with the terms and conditions of Exhibit F, except those
12 conditions, covenants and promises which have been excused by BMI's breach.

13 71. As a direct and proximate result of BMI's conduct, Majoken, Inc. has been damaged
14 in an amount according to proof, but which amount Even St. believes to be in excess of Five
15 Hundred Thousand dollars (\$500,000.00).

16 **SIXTH CAUSE OF ACTION**

17 **(BREACH OF CONTRACT, ASSERTED BY EVEN ST. AGAINST**
18 **WARNER/CHAPPELL)**

19 72. Cross-Complainants allege and incorporate herein by reference Paragraphs 1
20 through 39, inclusive, of Cross-Complainants' causes of action with the same force and effect as
21 though fully set forth herein.

22 73. Cross-Complainants are informed and believe and thereon allege that Stone Flower
23 Music, a Division of Stoneflower Productions, Inc. (hereinafter "Stone Flower") was the original
24 copyright registrant of several musical compositions which were written by Stewart ("Stone Flower
25 compositions").

26 74. Plaintiff is informed and believes and thereon alleges that Stone Flower was owned
27 by Stewart and his former manager David Kapralik ("Kapralik") equally.

28 75. Plaintiff is informed and believes and thereon alleges that Daly City Music

1 (hereinafter "Daly City") was the original copyright registrant of the several musical compositions
2 (hereinafter "Daly City compositions"), which were written by Stewart. Plaintiff is informed and
3 believes and thereon alleges that Daly City was owned by Kapralik.

4 76. One Hundred Percent (100%) interest in and to the Daly City compositions were
5 sold, assigned, transferred, conveyed and set over to Warner Bros. Inc. from Daly City in March
6 of 1981, through Kapralik.

7 77. An undivided Fifty Percent (50%) interest in and to the Stone Flower compositions
8 were sold, assigned, transferred, conveyed and set over to Warner Bros. Inc. from Daly City,
9 through Karpralik in 1981.

10 78. Plaintiff is informed and believes and thereon alleges that pursuant to said
11 agreements, Warner Bros. Inc. was granted the exclusive right to administer Stone Flower and Daly
12 City compositions.

13 79. Plaintiff is informed and believes and thereon alleges that on June 30, 1983, Warner
14 Bros. Music, a division of Warner Bros., Inc., sold, assigned and transferred a 100% interest in the
15 Daly City compositions, and a 50% interest in the Stone Flower compositions (hereinafter
16 collectively "Compositions") to Michael Jackson d/b/a Mijac Music ("Mijac") pursuant to a written
17 agreement. Pursuant to said written agreement, Warner Bros. Music ("WBM") was designated
18 by Mijac as administrator of the Compositions, responsible for the collection of income derived
19 therefrom, and the distribution of royalties to those entitled to same. Thus, WBM, as the
20 administrators of the Compositions, was responsible to administer past royalties to Stewart as the
21 songwriter pursuant to same. Stewart was an intended beneficiary of this agreement.

22 80. Cross-Complainants are informed and believe and thereon allege that on June 1,
23 1985, Stewart, through Stone Flower, sold, assigned and transferred his 50% interest in the Stone
24 Flower compositions to Mijac pursuant to a written agreement. The written agreement granted
25 Mijac the "exclusive right to manage and administer throughout the Universe, all rights of every
26 kind, nature and description in and to the Compositions, together with the right to manage and
27 administer all copyrights and renewals or extensions thereof" as well as "[t]he right to collect all
28 income heretofore unpaid and now payable, and all income earned heretofore from all sales and

1 uses of the Compositions.” Cross-Complainants are informed and believe and thereon allege that
2 Warner/Chappell took over as the administrator of the Compositions from Mijac and WBM, and
3 that Warner/Chappell is currently the administrator of all the Compositions. As Warner/Chappell
4 is the administrator of the Compositions, Stewart, and now Even St., as the assignee of royalties
5 due Stewart, is an intended beneficiary of the agreements.

6 81. Warner/Chappell has breached the written agreements, by withholding royalty
7 payments which belong to Even St., even though it has no right to do so.

8 82. Even St. has performed all conditions, covenants and promises required by it on its
9 part to be performed in accordance with the terms and conditions of the aforesaid written
10 agreements, except those conditions, covenants and promises which have been excused by
11 Warner/Chappell’s breach.

12 83. As a direct and proximate result of Warner/Chappell’s conduct, Even St. has been
13 damaged in an amount according to proof, but which amount Even St. believes to be in excess of
14 Five Hundred Thousand dollars (\$500,000.00).

15 **SEVENTH CAUSE OF ACTION**

16 **(BREACH OF WRITTEN CONTRACT, ASSERTED BY EVEN ST. AGAINST SONY)**

17 84. Cross-Complainants allege and incorporate herein by reference Paragraphs 1
18 through 39, inclusive, of Cross-Complainants’ causes of action with the same force and effect as
19 though fully set forth herein.

20 85. A written agreement dated December 18, 2002 exists between Even St. and Sony
21 with respect to the payment of royalties due to Even St. for the exploitation of master recordings
22 of the popular music group, Sly and the Family Stone.

23 86. Pursuant to Schedule A, Paragraph 4 “Sony shall compute your royalties as of each
24 June 30th and December 31st for the prior six (6) months, in respect of each such six (6) month
25 period in which there are sales or returns of Records or any other transactions on which royalties
26 are payable to you hereunder or liquidations of reserves established previously. On the next
27 September 30th or March 31st Sony shall send you a statement covering those royalties and shall pay
28 you any royalties which are due after deducting unrecouped Advances.” Sony has breached said

1 written agreement by withholding past royalties which belong to Even St., even though it has no
2 right to do so.

3 87. Even St. has performed all conditions, covenants and promises required by its on
4 its part to be performed in accordance with the terms and conditions of said written agreement,
5 except those conditions, covenants and promises which have been excused by Sony's breach.

6 88. As a direct and proximate result of Cross-Defendants' conduct, Even St. has been
7 damaged in an amount according to proof, but which amount Even St. believes to be in excess of
8 Five Hundred Thousand dollars (\$500,000.00).

9 **EIGHTH CAUSE OF ACTION**

10 **(DEFAMATION ASSERTED BY GOLDSTEIN, STONE AND TOPLEY AGAINST**
11 **CROSS-DEFENDANT ROBERT J. ALLAN)**

12 89. Cross-Complainants allege and incorporate herein by reference Paragraphs 1
13 through 39, inclusive, of Cross-Complainants' causes of action with the same force and effect as
14 though fully set forth herein.

15 90. Goldstein, Stone and Topley are informed and believe and thereon allege that on or
16 about March 17, 2010, Allan orally made the following statements on the Legal Broadcast Network
17 to Studio Host, Scott Drake ("Drake"):

18 a. Mr. Goldstein and his companies, we call them the Goldstein collaborators in our
19 complaint, but basically what they did is they usurped Mr. Roberts' corporate
20 identity because he had a prior assignment of Sly Stone's royalties from Broadcast
21 Music, Inc., BMI, and they pretended to be Ken Roberts' Majoken Inc. By
22 incorporating a company with the same name but with a comma in it and were
23 happily not only taking royalties and the millions of dollars but borrowing against
24 the royalties 20 years down the road. Which is once they figured out that could
25 borrow against the royalties they decided they didn't need Sly and longer.

26 b. Jerry Goldstein and his then partner Steve Topley and then lawyer Glenn Stone
27 tracked Sly down and as we alleged in the Complaint we contend they gave him
28 drugs, they gave him money to support him and his co-producer at the time and then

1 finally they knew they had him sort of hooked after a period of about four (4) weeks
2 they insisted that he sign a personal professional management agreement with them
3 that would allow them to take care of his financial affairs his career, *et. cetera*, for
4 reasonable compensation and he understood he was hiring Jerry Goldstein and his
5 companies...They got him to sign it by misrepresenting what it was. He thought he
6 was hiring Jerry Goldstein to be his manager and in fact what was in there was an
7 employment agreement where they alleged to employ him and he assigned all of his
8 royalties to them for a dollar.

9 c. And what basically happened is Goldstein kept him back, kept his career down,
10 kept him away, knew, supported, give him sufficient funds to live while he sucked
11 off the royalties all the while telling Sly there were no royalties.

12 d. Jerry Goldstein we contend, concocted this elaborate plot to usurp Ken Roberts'
13 company or corporate identity which is now corporate identity fraud in California
14 and taking the money.

15 e. Goldstein is quite a piece of work. He's actually done this to many people- Tanya
16 Tucker, Blood Sweat & Tears, Chambers Brothers, Circle Jerks, Eric Burdon, War.
17 He has the basic same deal. He goes in, misrepresents what he's doing, takes
18 advantage of people and then basically destroys them.

19 91. The statements that Allan published to Drake on the Legal Broadcast Network are
20 all false statements.

21 92. Allan published to Drake the false statements with constitutional malice in that
22 Allan knew, at the time the statements were published, that the statements were false, or acted with
23 reckless disregard for the truth of the statements.

24 93. Allan published to Drake the false and defamatory statements with the expectation,
25 and/or actual knowledge, that the Legal Broadcast Network would re-publish the statements on
26 television or on the internet.

27 94. Drake and the Legal Broadcast Network re-published the false and defamatory
28 statements on their network and the internet.

1 95. The false statements that Allan published to Drake and the Legal Broadcast Network
2 that are set forth in Paragraph 90 are defamatory per se, in that they accuse Goldstein, Stone and
3 Topley of offenses of moral turpitude, offenses which may be punishable by imprisonment, and
4 accuse them of conduct which would tend to directly injure him, with respect to their professions
5 as producers, record executives and managers in the music industry, and specifically, as Stone is
6 a lawyer, the statements may hurt him in his profession as a lawyer. Specifically, the statements
7 falsely portray Stone as an attorney who lacks integrity, who is dishonest, who steals from his
8 clients, and who commits numerous crimes in violation of the laws of this State and Country.

9 96. The false and defamatory statements that Allan published to Drake and the Legal
10 Broadcast Network that are set forth in Paragraph 90 were not privileged.

11 97. The false and defamatory statements that Allan published to Drake and the Legal
12 Broadcast Network that are set forth in Paragraph 90, by their natural consequence, may cause and
13 have caused Goldstein, Stone and Topley damages to their reputation and standing in the
14 community, as they have suffered public hatred, contempt and ridicule. The statements have also
15 damaged Goldstein, Stone and Topley in that they have caused them to suffer adverse physical
16 consequences from stress, emotional distress, mental anguish, and mental pain and suffering.

17 98. The false and defamatory statements that Allan published to Drake and the Legal
18 Broadcast Network that are set forth in Paragraph 90 were published with willful or callous
19 disregard for the rights of Goldstein, Stone and Topley, as well as others, and with malice, fraud
20 and oppression toward Goldstein, Stone and Topley. Allan's conduct warrants an assessment of
21 punitive damages in an amount appropriate to punish him and deter others from engaging in similar
22 wrongful conduct in accordance with proof at trial.

23 99. As a result of Allan's wrongful conduct that is set forth in this First Amended Cross-
24 Complaint, Goldstein, Stone and Topley have suffered substantial general and special damages,
25 including emotional distress, in an amount in accordance with proof at trial, but believed to be in
26 excess of Five Million Dollars (\$5,000,000.00).

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NINTH CAUSE OF ACTION
(DEFAMATION ASSERTED BY GOLDSTEIN CROSS-DEFENDANT SYLVESTER
STEWART)

100. Cross-Complainants allege and incorporate herein by reference Paragraphs 1 through 39, inclusive, of Cross-Complainants' causes of action with the same force and effect as though fully set forth herein.

101. Goldstein is informed and believes and thereon alleges that on or about April 18, 2010, at the Coachella Valley Music and Arts Festival ("Coachella"), Stewart orally made the following statements to the audience, while he was on stage performing:

"F*** slander, the white boy's name is Jerry Goldstein. He's private. What he did was he stole so much money, at the same time he made so much money, that I don't know I was being stolen from."

Said statements were recorded by video. Said video has been posted on Youtube.com, where it is currently and freely available to be accessed by any person with a computer and access to the internet.

102. The statements that Stewart published about Goldstein while on the stage at Coachella are false statements.

103. Stewart published the false statements with constitutional malice in that Stewart knew, at the time the statements were published, that the statements were false, or acted with reckless disregard for the truth of the statements.

104. Stewart published the false and defamatory statements with the expectation, and/or actual knowledge, that same would be heard by the numerous people in the audience and worldwide through media.

105. The false statements that Stewart published to the audience at Coachella that are set forth in Paragraph 101 are defamatory per se, in that they accuse Goldstein of offenses of moral turpitude, offenses which may be punishable by imprisonment, and accuse him of conduct which would tend to directly injure him, with respect to his profession as a producers\, record executive and manager in the music industry.

106. The false and defamatory statements that Stewart published to the audience at

1 Coachella that are set forth in Paragraph 101 were not privileged.

2 107. The false and defamatory statements that Stewart published to the audience at
3 Coachella that are set forth in Paragraph 101, by their natural consequence, may cause and have
4 caused Goldstein damage to his reputation and standing in the community, as he has suffered public
5 hatred, contempt and ridicule. The statements have also damaged Goldstein in that it has caused
6 him to suffer adverse physical consequences from stress, emotional distress, mental anguish, and
7 mental pain and suffering.

8 108. The false and defamatory statements that Stewart published to the audience at
9 Coachella that are set forth in Paragraph 101 were published with willful or callous disregard for
10 the rights of Goldstein and with malice, fraud and oppression toward Goldstein. Stewart's conduct
11 warrants an assessment of punitive damages in an amount appropriate to punish him and deter
12 others from engaging in similar wrongful conduct in accordance with proof at trial.

13 109. As a result of Stewart's wrongful conduct that is set forth in this First Amended
14 Cross-Complaint, Goldstein has suffered substantial general and special damages, including
15 emotional distress, in an amount in accordance with proof at trial, but believed to be in excess of
16 Five Million Dollars (\$5,000,000.00).

17 WHEREFORE, Cross-Complainants pray for judgment as follows:

18 **On the First Cause of Action:**

19 1. For compensatory damages in an amount to be proven at trial, believed to be in
20 excess of Two Million Five Hundred Thousand and xx/100 Dollars (\$2,500,000.00)
21 according to proof at time of trial;

22 **On the Second Cause of Action:**

23 2. For compensatory damages in an amount to be proven at trial, believed to be in
24 excess of Two Million Five Hundred Thousand and xx/100 Dollars (\$2,500,000.00)
25 according to proof at time of trial;

26 3. For punitive and exemplary damages, according to proof at the time of trial;

27 **On the Third Cause of Action:**

28 4. For compensatory damages in an amount to be proven at trial, believed to be in

1 excess of Five Hundred Thousand and xx/100 Dollars (\$500,000.00) according to
2 proof at time of trial;

3 5. For punitive and exemplary damages, according to proof at the time of trial;

4 **On the Fourth Cause of Action:**

5 6. For compensatory damages in an amount to be proven at trial, believed to be in
6 excess of Five Hundred Thousand and xx/100 Dollars (\$500,000.00) according to
7 proof at time of trial;

8 **On the Fifth Cause of Action:**

9 7. For compensatory damages in an amount to be proven at trial, believed to be in
10 excess of Five Hundred Thousand and xx/100 Dollars (\$500,000.00) according to
11 proof at time of trial;

12 **On the Sixth Cause of Action:**

13 8. For compensatory damages in an amount to be proven at trial, believed to be in
14 excess of Five Hundred Thousand and xx/100 Dollars (\$500,000.00) according to
15 proof at time of trial;

16 **On the Seventh Cause of Action:**

17 9. For compensatory damages in an amount to be proven at trial, believed to be in
18 excess of Five Hundred Thousand and xx/100 Dollars (\$500,000.00) according to
19 proof at time of trial;

20 **On the Eighth Cause of Action:**

21 10. For compensatory damages in an amount to be proven at trial, believed to be in
22 excess of Five Million and xx/100 Dollars (\$5,000,000.00) according to proof at
23 time of trial;

24 11. For punitive and exemplary damages;

25 **On the Ninth Cause of Action:**

26 12. For compensatory damages in an amount to be proven at trial, believed to be in
27 excess of Five Million and xx/100 Dollars (\$5,000,000.00) according to proof at
28 time of trial;

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13. For punitive and exemplary damages;

On All Causes of Action:

14. For costs incurred herein;

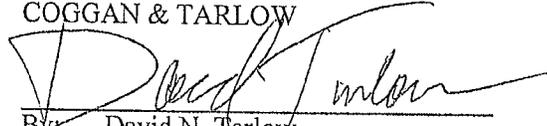
15. For lawful interest;

16. For reasonable attorneys' fees where provided for by contract or statute;

17. For such other and further relief as the Court may deem just and proper.

DATED: May 12, 2010

COGGAN & TARLOW



By: David N. Tarlow

Attorneys for Cross-Complainants EVEN ST.
PRODUCTIONS, LTD., MAJOKEN, INC.,
GERALD GOLDSTEIN, STEPHEN TOPLEY,
GLENN STONE.

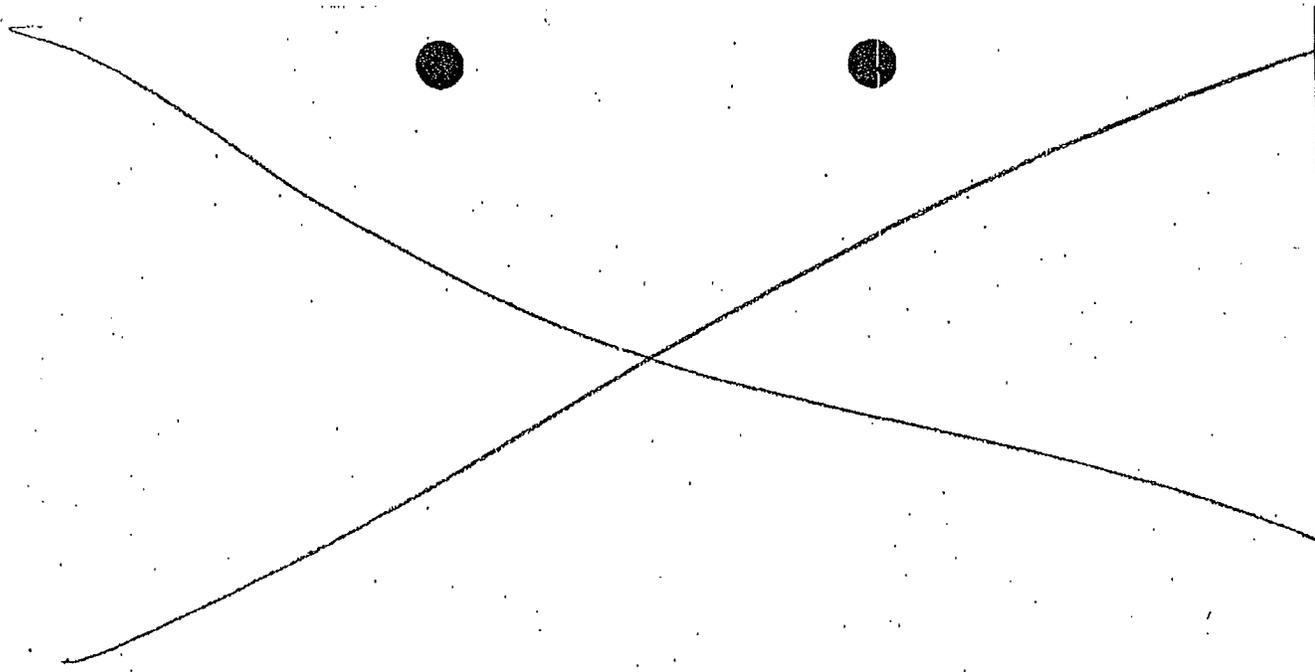


EXHIBIT A



SHAREHOLDERS AGREEMENT

AGREEMENT entered into this 27th day of February, 1989, by and among IBIUBU, INC. (a corporation to be formed in the State of New York) having its principal office at c/o Law Offices of Elliott H. Pollack, 1350 Avenue of the Americas, New York, New York (hereinafter referred to as "IBIUBU") and T.A.G. MANAGEMENT, INC., a corporation organized under the laws of the State of New York having its principal office at c/o Law Offices of Elliott H. Pollack, 1350 Avenue of the Americas, New York, New York (hereinafter referred to as "TAG") and STONE FIRE PRODUCTIONS LTD, a corporation organized under the laws of the State of New York having its principal office at c/o Law Offices of Elliott H. Pollack, 1350 Avenue of the Americas, New York, New York (hereinafter referred to as the "Corporation").

WHEREAS, the Corporation has been organized for the purpose of exploiting the talents and skills of music artists within the music industry, and

WHEREAS, in connection with such venture TAG shall be employed, appointed and empowered with the duty and obligation of management of the Corporation and it shall devote it's best efforts to it's business, and

WHEREAS, the parties have agreed that the Corporation shall enter into an employment agreement to employ the services, skills and talents of SYLVESTER STEWART p/k/a Sly Stone, and

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WHEREAS, the parties have agreed as to the capital contributions to be made by each of them to the Corporation, and the distribution of profits, and

WHEREAS, the parties hereto realize the death or incapacity of IBIUBU, or the dissolution of TAG or termination of TAG as the managing entity of the Corporation, or the sale or other disposition of their stock of the Corporation owned by any of the stockholders, would in such event, tend to disrupt the business operation of the Corporation, as contemplated by the parties, or interfere with the harmonious management and control of the Corporation, and

WHEREAS, it is the earnest desire of the Corporation and the individual stockholders to avoid the happening of any such unfortunate contingencies,

NOW, THEREFORE, in consideration of One Thousand (\$1,000.00) Dollars and other good and valuable consideration by each to the other in hand paid, and the mutual covenants and conditions herein contained, it is agreed as follows:

1. The individual parties hereto shall be issued the following shares of common stock of the Corporation at One Hundred (\$100.00) dollars per share:

| | |
|-------------------------|-----------|
| IBIUBU, Inc. | 10 shares |
| T.A.G. Management, Inc. | 10 shares |

In addition, simultaneously with the issuance of the shares of common stock the Corporation shall issue a promissory note to TAG in the amount of \$ 9,700 .00 for money for the benefit of the Corporation by TAG prior to the incorporation of the Corporation and that the issuance of said note shall constitute ratification of said loan and the Board of Directors as elected herein shall issue a resolution to that effect.

2. The certificates representing such outstanding shares, as well as certificates representing any other shares of the Corporation hereafter acquired by any of the stockholders who are parties hereto or by any other person, shall be endorsed as follows:

"Any transfer or other disposition of the shares represented by this certificate is subject to the provisions of a stockholders agreement among IBIUBU, Inc. and T.A.G. Management, Inc. dated February , 1989.

3. The individual stockholders agree that they will so vote their stock at the first meeting of stockholders and all subsequent meetings of stockholders of the Corporation, called for that purpose, so as to elect the following persons as directors:

It is further agreed that such directors shall vote at all meetings called for that purpose to elect the following persons as officers of the Corporation:

President -

Vice President -

Secretary -

Treasurer -

Said elections are made with the acknowledgment that it is the desire of the parties herein that TAG manage the day to day operation of the Corporation.

4. TAG shall be employed, appointed and empowered with the duty and obligation of the day to day management of the Corporation and such power is effectuated by the election of officers as provided for in paragraph 3 above. As compensation for the duty and obligation undertaken by TAG, TAG shall be paid all net profits of the corporation not to exceed fifty (50%) percent of the net profits of the Corporation. The net profits of the Corporation are defined as profits after the deduction of all reasonable and necessary expenses of the Corporation including a fee of ten (10%) percent for administering the affairs of its artists and except for those amounts paid to Sylvester Stewart p/k/a Sly Stone pursuant to an employment agreement referred to in paragraph 5 below. The net

profits of the Corporation shall be calculated semi-annually on the 15th day of August and 15th day of February of each year and shall be payable to TAG within thirty (30) days from the dates of calculation provided for herein.

5. The Corporation shall enter into an Employment agreement to employ the skills, services and talents of Sylvester Stewart p/k/a Sly Stone. The basic terms of said agreement shall be for Stewart's exclusive services for a period of five (5) years and his compensation for said services shall be fifty (50%) percent of the net profits of the Corporation as defined above.
6. Upon the dissolution of IBIUBU or upon the dissolution of TAG, the Corporation shall purchase, and the executor, administrator or successor in interest (hereinafter called the "Legal Representative") of the dissolved corporation shall sell to the Corporation all of the stock of the Corporation owned by the dissolved corporation at the time of the dissolution of corporation upon the terms and conditions hereinafter stipulated.
7. The purchase price of the dissolved's stock of the Corporation shall be the book value thereof at the end of the month in which IBIUBU or TAG is dissolved. Such book value shall be determined by the Corporation's then

independent public accountants regularly retained, using generally accepted accounting principles consistently applied with those used in prior year. The value of executory employment contracts with Company's artist employees shall be determined by the accountants as well. However, such determination by such accountants shall not necessarily be binding upon all the parties hereto, and any party hereto may challenge such determination, in which event the dispute shall be resolved by an independent public accountant chosen by all the parties, or in lieu of agreement among the parties as to the person to be chosen, by the American Arbitration Association.

In making his determination, and with respect to any determination to be made as to the book value of the shares of the Corporation for the purposes of this agreement, (a) no value shall be ascribed to good will, and (b) the value of the inventory shall be determined by actual physical count taken under the supervision of such independent public accountants, and the valuations of such inventory to be determined by them.

8. Upon receipt of the purchase price in cash, or by good certified or bank check in payment for the dissolved company's shares of stock of the Corporation, the Legal Representative shall execute and deliver to the Corporation such instruments as are necessary and proper

to transfer full and complete title to the dissolved's shares of stock to the Corporation.

9. In the event of the establishment of the right of any other person to acquire the stock of the Corporation owned by IBIUBU or TAG by judgment, execution or other operation of law then the Corporation shall purchase and IBIUBU or TAG shall sell to the Corporation all the shares of the Corporation owned by such person, at the book value thereof, as of the last day of the month following the event giving rise to the purchase of such shares by the Corporation. Such book value shall be determined by the same accountants, using the same methods and the same value determination set forth in paragraph "7" hereof. Payment for such shares shall be made by cash or good certified or teller's check no later than 90 days following the date as of which book value shall be determined, upon execution and delivery to the Corporation by the selling shareholder of such instruments as are necessary and proper to transfer full and complete title to the selling shareholder's shares of stock of the Corporation.

10. No stockholder shall dispose of the common stock of the Corporation owned by it during its lifetime, except as in this agreement provided. If a stockholder (the "Seller")

desires to dispose of all or any part of his stock, the Seller shall first make a written offer to sell such stock as the Seller desires to dispose of to the Corporation and to the other stockholder. The purchase price and other purchase terms set forth in such notice shall be those offered by any bona fide purchaser in an arm's length transaction, or \$1.00 per share, whichever price shall be the greater. Such written notice shall be given at least 30 days prior to the proposed date of sale to a bona fide purchaser, or 30 days prior to the proposed transfer or disposition to any other person. Such notice shall set forth the name and address of the proposed purchaser, the proposed purchase price, whether the purchase price is to be paid entirely in cash, and if not in cash, the terms relating to payment, interest, voting rights, escrow and other material terms; and if the stock is to be transferred without consideration, that fact plus the names and addresses of the proposed transferees. The Corporation and then the other stockholders shall have successive options of 15 days each to purchase the offered stock upon the same terms as offered by a bona fide purchaser in an arm's length negotiation, or if the transfer is one for no consideration or for a consideration of less than \$1.00 per share, at a price of \$1.00 per share. The acceptance or rejection of such offer shall be in writing, with copies to be sent by the sender to the other stockholders.

In the event that the Corporation shall not exercise its option to purchase the stock so offered, and more than one shareholder exercises his option to purchase the shares offered, then the number of shares which shall be purchased by each shareholder electing to purchase all of the shares offered shall be determined by a fraction, the numerator of which shall be the number of shares of the Corporation owned by such electing shareholder, and the denominator of which shall be the shares of the Corporation owned by all the electing shareholders.

In the event that neither the Corporation nor the other stockholders exercise its or their option to purchase the stock so offered, the Seller may then sell or transfer his or her shares, but only to the person and upon the terms set forth in the notice. If the terms of the proposed transfer, disposition or sale shall be varied in any way from the terms contained in the Seller's notice, the Seller shall be required to send a new 30-day notice and the new terms of sale, transfer or disposition shall be governed by the provisions of this paragraph "10" and subject to the successive 15-day options to the Corporation and the other stockholders to purchase such shares upon the new proposed terms of sale.

The terms "sell", "transfer" or "dispose" include, but are not limited to, the act of selling, assigning,

transferring, pledging, encumbering, giving, and any other form of conveying, whether voluntary or by operation of law, whether given for consideration or without consideration, it being the intention that even a gift without consideration shall be subject to the successive 15-day options herein granted to the Corporation and the other stockholder.

11. This agreement shall be construed in accordance with the laws of the State of New York governing corporations and contracts wholly executed and performed therein and shall be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators and successors. Further, the parties agree exclusive jurisdiction shall lie with the Courts of the State of New York.
12. 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.
13. This agreement shall continue for an indefinite term unless terminated by the parties hereto in writing.
14. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereto shall not be deemed

a waiver of such terms, covenants and conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

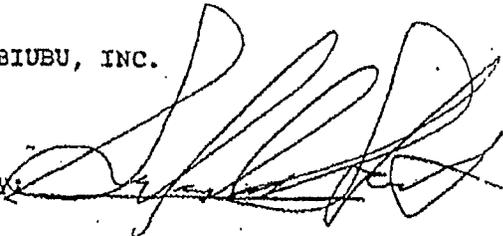
15. Any notice required or given hereunder shall be in writing, sent by registered or certified mail to the address of the party provided herein, or to such other address as has been made known by such party in the manner required of notice hereunder. Copies of such notice shall be sent to each of them first above listed. Any person required to receive notice under this paragraph may change the place to which notice shall be sent by so advising the other parties and any other person to whom notice shall be sent.

16. This agreement shall be binding not only upon the parties hereto, but also upon their heirs, executors, administrators, successors or assigns; and the parties hereby agree for themselves and their heirs, executors, administrators, successors or assigns, to execute any instruments and to perform any acts which may be necessary or proper to carry out the purposes of this agreement. This agreement shall be governed by the laws of the State of New York.

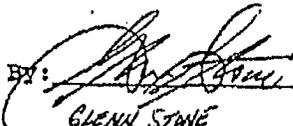
17. This agreement may not be altered, amended or revoked at any time except by an instrument in writing signed by the individuals hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

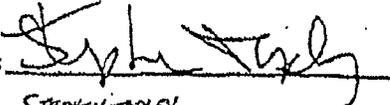
IBIUBU, INC.

BY: 

TAG MANAGEMENT, INC.

BY: 
GLENN STONE

STONE FIRE PRODUCTIONS LTD.

BY: 
STEPHEN TOPLEY

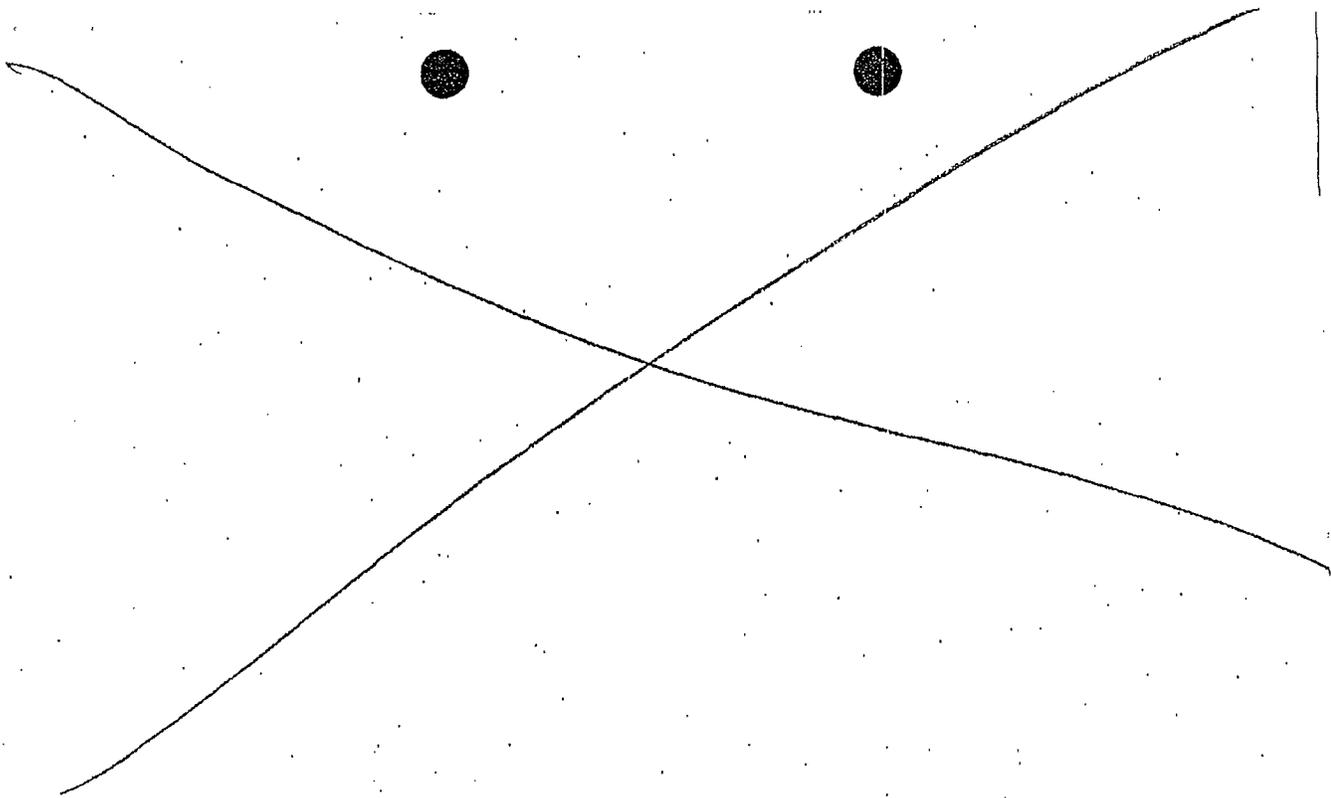


EXHIBIT B



EMPLOYMENT AGREEMENT, dated the ~~27th~~ day of February, 1989
between STONE FIRE PRODUCTIONS, LTD., a New York corporation having
its principal place of business at c/o Elliott H. Pollack, 135
Avenue of the Americas, New York, New York 10019 (hereinafter
referred to as the "Company") and SYLVESTER STEWART p/k/a Sly Stone,
residing at ^{46 Roly Street} ~~6 Crossfield Street, New Brunswick, N.J.~~ (hereinafter referred to as
the "Employee").

WHEREAS, the Employee is desirous to be employed exclusively by
the Company, and

WHEREAS, the Company wishes to employ exclusively the unique
talents of the Employee, and

WHEREAS, the parties desire to set forth their understanding as
to the terms of the Employee's exclusive employment by the Company,
in writing,

NOW, THEREFORE, the Company and the Employee agree as follows:

1. (a) The Company employs the exclusive services of the
Employee as an artist in the music industry and all
related entertainment fields, including but not
limited to musician, composer, arranger, publisher
and performing, artist and such new and different
areas within which the Employee's artistic talents
can be developed and exploited, for a period of five
(5) years or for the

EXB

duration of a recording contract with a third party for the Employee's services, indorsed by him, whichever is longer. Further, in the event that this paragraph is found to be unenforceable by force of law or statute then the term herein shall be the maximum time allowed minus one day.

(b) Employee shall have the option to terminate this agreement at the end of each year of the five (5) year period of this agreement upon the following conditions:

I. The company fails to pay the Employee gross compensation pursuant to this agreement, as follows:

| | | |
|-------------|---|--------------|
| First Year | - | \$75,000.00 |
| Second Year | - | \$100,000.00 |
| Third Year | - | \$150,000.00 |
| Fourth Year | - | \$250,000.00 |

II. Employee shall notify Company of his election, of his option to terminate, by written notice mailed to the Company no later than forty-five (45) days prior to the end of each contractual year.

2. The company agrees that it shall upon execution of this agreement do the following:
 - I. Pay to the Employee Ten Thousand (\$10,000.00) Dollars within ten (10) days of execution this agreement.
 - II. To take all steps necessary to complete Employee's dental work currently in progress including payment of the bill incurred.
 - III. To provide the Employee with the proper and necessary wearing apparel for the purpose of introducing the Employee to record companies in furtherance of the Company's attempts to obtain a recording contract for the Employee's services.
3. The Company shall pay to the Employee as compensation for his exclusive services fifty (50%) percent of the Companies net profits. Net profits shall be defined as profits after the deduction of all reasonable and necessary expenses of the Company including a fee of ten (10%) percent for administrating the affairs of it's artists and excluding all amounts paid pursuant to this

agreement. The Employee's portion of the anticipated net profits shall be made available to the Employee within ten (10) days of receipt of gross income. Anticipated net profit shall be defined as profit after the withholding of the ten (10%) percent administration fee referred to above and all other reasonably anticipated and necessary expenses, including but not limited to session fees, equipment costs or fees, salaries of other employees, office expenses etc.

4. The net profits of the company shall be calculated semi-annually on the 15th day of August and 15th day of February of each year this agreement shall be in full force and effect and the compensation to the employee, as provided for in paragraph 2 above, shall be payable to the employee within thirty (30) days from the dates of calculation as provided herein.
5. Company agrees to maintain accurate books and records of all transactions, which books and records may be inspected by a certified public accountant designated by the Employee, or by the employee himself, at Employee's expense, upon reasonable notice to the Company, at the Company's office in New York City and during regular business hours.

6. The Company hereby acknowledges the necessity to advance monies to the Employee for living expenses. The Company will use it's best efforts to satisfy those needs, however, such advances shall be within the sole discretion of the Company. These advances shall be fully recouped by the company against the Employee's compensation as provided for herein as well as from compensation to Employee from agreements between him and any of Company's affiliates or subsidiaries. The Employee acknowledges that the Company has already advanced him money for the above purpose in the amount of \$ 9,100.00 (see Exhibit A attached hereto).

7. (a) The Employee agrees at all times to devote himself to his career and employment and to do all things necessary and desirable to promote his career and services and earnings therefrom. This shall include but not be limited to recording sessions, live performances, rehearsals, photographic sessions, video sessions and other promotion activities as the Company may direct. The Employee acknowledges that the Company shall attempt to develop and exploit his skills and talents in the entertainment, music, recording, motion picture, television, radio, literary, theatrical, advertising and amusement fields and all similar fields whether now known or hereafter devised.

- (b) The Company acknowledges that the Employee is an artist of unique skills, talent and experience in the entertainment field, and, as such, the Company desires to give the Employee creative control over all projects with which the Employee is involved. This control shall include, but not be limited to, selection of the individuals participating in the activities outlined in paragraph 6. (a) above, repertoire and all other creative aspects applicable to a particular project. Additionally, the company agrees to consult and seek the approval of the Employee with regard to all engagements referred to in paragraph 6. (a) above.
8. The Company undertakes to use its best efforts to exploit and develop the Employee's skill and talent as a musician, composer, arranger, publisher, actor, writer and performing artist in the entertainment, music, recording, motion picture, television, radio, literary, theatrical, advertising and amusement fields and all similar fields whether now known or hereafter devised. The Company shall provide the Employee's services to other companies and to manage and supervise such services so as to assure the proper use and continued demand for the Employee's services.

9. The Employee acknowledges that the Company shall have the exclusive right to exploit Employee's personality in all media, and in connection therewith to approve and permit, for the purpose of trade, advertising, merchandising and publicity, the use, licensing, dissemination, reproduction or publication of Employee's name, photographic likeness and image, voice, artistic and musical materials.
10. (a) The Employee hereby acknowledges that this agreement is for the Employee's exclusive services and that he will provide said services solely and exclusively for the Company. The Employee shall not render similar services or perform said services on his own behalf or on behalf of third parties and Employee will not negotiate, accept or execute any agreement, understanding or undertaking concerning his services or career without the Company's express prior written consent. Similarly, Employee agrees to refer to the Company all verbal or written leads, communications or requests for Employee's appearances and services.
- (b) In light of the Employee's unique skill and experience, the Company agrees that it will not unreasonably withhold its approval of any engagement, appearance or opportunity made available to the Employee which the Employee desires to pursue within the terms of paragraph 9. (a) above.

(c) In instances where the Employee shall be employed as a producer of a recording other than a recording pursuant to a recording contract for the Employee's services as a principal artist then the terms of such employment shall be in accord with this agreement except that the fee for said services shall be divided seventy-five (75%) percent to the Employee and twenty-five (25%) percent to the Company.

11. The Employee hereby acknowledges and understands that the Company has financed and undertaken great expense to induce the Employee's entering into this agreement.
12. Simultaneous with the execution of this agreement the Employee has executed an assignment of claims, a copy which attached hereto as Exhibit B, and said assignment its terms and conditions are hereby specifically incorporated into this agreement.
13. (a) The Employee hereby irrevocably appoints the Company, by Steve Topley and/or Jerry Goldstein, for the term of this agreement and any extensions hereof as the Employee's true and lawful attorney-in-fact to sign, make execute and deliver any and all contracts in the Employee's name; to make, execute, endorse, accept, collect and deliver any and all bills of exchange, checks and notice as the Employee's said attorney; to

demand, sue for, collect, recover, and receive all goods, claims, money interest or other items that may be due to EMPLOYEE or belong to EMPLOYEE; and to make, execute and deliver receipts, releases or other discharges therefor under sale or otherwise and to defend, settle, adjust, compound, submit to arbitration and compromise, all actions, suits, accounts reckonings, claims and demands whatsoever that are or shall be pending in such manner and in all respects as the Company in it's sole discretion shall deem advisable; and without in any way limiting the foregoing, generally to do, execute and perform any other act, deed or thing whatsoever that reasonably ought to be done, executed and performed of any and every nature and kind as fully and effectively as the Employee could do if personally present; and the Employee hereby ratifies and affirms all acts performed by the Company by virtue of this power of attorney.

- (b) The Employee expressly agrees that he will not on the Employee's own behalf assert any of the powers herein granted to the Company by the foregoing power of attorney without the express, prior, written consent of the Company and that all sums and consideration paid to the Employee by reason of the Employee's artistic endeavors shall be paid to the Company on

his behalf. However, the Company agrees that it will not unreasonably withhold the use of its power as to matters herein described which the Employee wishes the Company to pursue.

(c) It is expressly understood that the foregoing power of attorney is limited to matters reasonably related to the Employee's career as musician, composer, arranger, publisher and performing artist and such new and different areas within which the Employee's artistic talents can be developed and exploited.

14. The parties agree that this agreement does not create a partnership between the parties, nor does it create an equity interest of any kind in the Company in favor of the Employee. The Employee merely has a participation interest in the net profits of the company.

15. The name of the company shall be changed to EVEN ST. PRODUCTIONS, LTD. If the name EVEN ST. PRODUCTIONS is unavailable or unacceptable by the Secretary of State of the State of New York, then the Company name shall be changed to another name mutually acceptable to the parties herein.

16. The rights, benefits and obligations of the Employee are not assignable.

17. The Employee warrants that there are no agreements and that he is under no disability, restriction or prohibition with respect to the Employee's right to execute this agreement and perform it's term and conditions. The Employee warrants and represents that no act or omission, prior to or subsequent to the execution of this agreement, will violate any right or interest of any person or firm or will subject the Company to any liability, or claim of liability to any person. The Employee agrees to indemnify the Company and to hold the Company harmless against any damages, cost, expenses, fee (including attorney's fees) incurred by the Company in any claim, suit or proceeding instituted by or against the Company in which any assertion is made which is inconsistent with any warranty, representation or covenant of the Employee or as a result of the Employee's breach or other failure to perform the terms of this agreement.
18. The Employee clearly understands that the Company is not an employment agency or employment agent or theatrical agent or licensed booking agent and that the Company, other than this agreement, has not offered or attempted or promised to obtain employment or engagements for me, that the Company is not obligated or expected to do so.

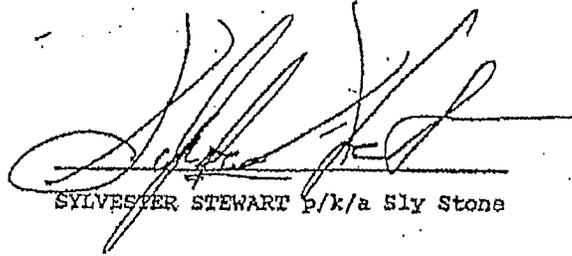
19. It is agreed that as a condition precedent to any assertion by the Employee that the Company is in default in performing any obligations contained herein, the Employee must advise the Company in writing of the specific facts upon which it is claimed that the Company is in default and of the specific obligation which it is claimed has been breached, and the Company shall be allowed a period of thirty (30) days after receipt of such written notice, within which to cure such default.
20. The Employee affirmatively acknowledges that he has been given the opportunity and encouraged to consult an attorney before the execution of this agreement.
21. There shall be no change, amendment, or modification of this agreement unless it is reduced to writing and signed by all parties hereto. No waiver of any breach of this agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof.
22. The Employee acknowledges and agrees that the Company's right to employ the services, skills and talent of the employee are solely and exclusively the Company's and the Employee's obligation to render such services, skills and talent solely and exclusively for the Company are unique, irreplaceable and extraordinary rights and obligations and that any breach or threatened breach by the Employee thereof shall be material and shall cause the Company

immediately unavoidable and irreparable harm and damage which cannot be adequately compensated for by money judgment. Accordingly, the Employee agrees that in addition to all other forms of relief and all other remedies which may be available to the Company in the event of any such breach or threatened breach by the Employee, the Company shall be entitled to seek and obtain injunctive relief against the Employee and the Employee agrees that in seeking such injunctive relief, the Company shall not be obligated to secure any bond or other security in connection with the Company's application for such relief.

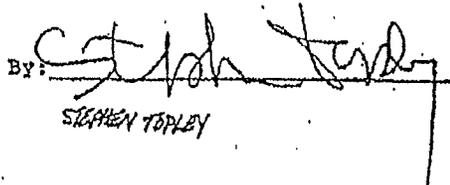
23. The parties herein warrant that all the terms and provisions of this agreement are provident and reasonable when made.
24. This agreement shall be construed in accordance with the laws of the State of New York governing contracts wholly executed and performed therein and shall be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators and successors. Further, the parties agree exclusive jurisdiction shall lie with the Courts of the State of New York.

25. This agreement shall apply to those forms of entertainment as presently known and may be known in the future.
26. 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.

IN WITNESS WHEREOF, parties have caused this agreement to be executed as of the date first indicated above.


SYLVESTER STEWART p/k/a Sly Stone

STONE FIRE PRODUCTIONS LTD.

By: 
STEPHEN TOPLEY

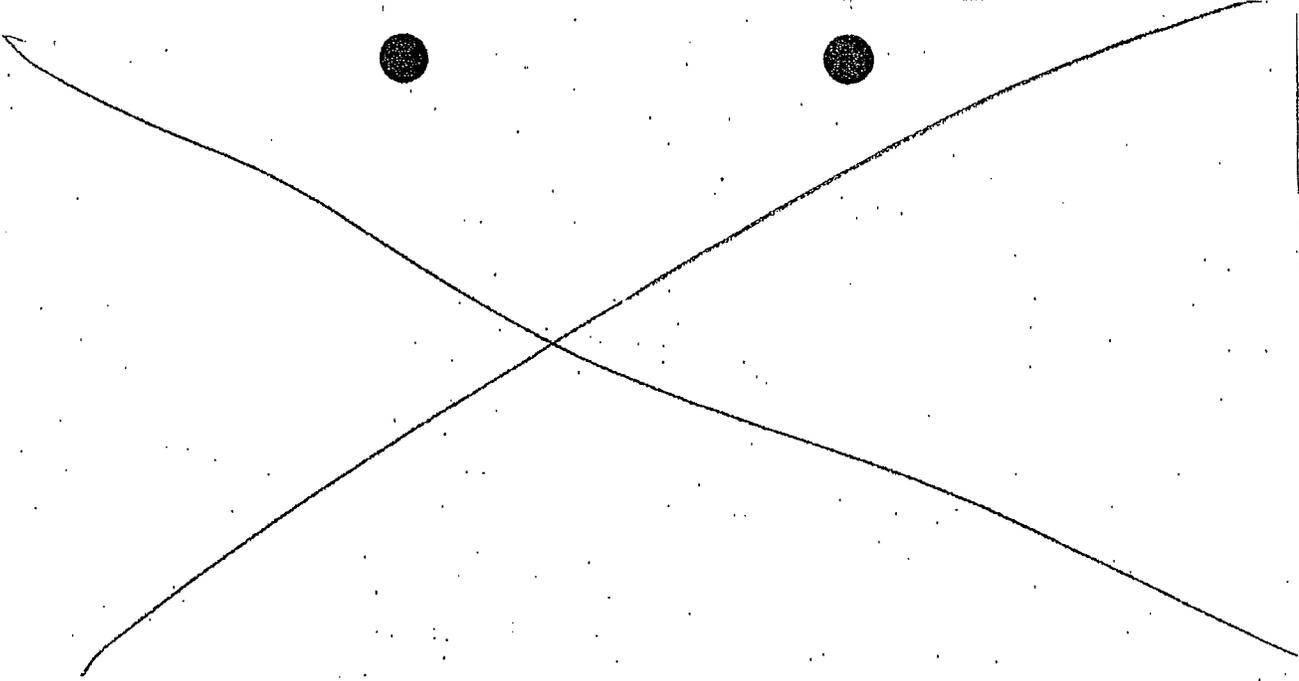


EXHIBIT C



ASSIGNMENT

For One (\$1.00) Dollar, and other good and valuable consideration, receipt of which is hereby acknowledged SYLVESTER STEWART p/k/a Sly Stone ("Assignor") hereby assigns, transfers, sets over and conveys to STONE FIRE PRODUCTIONS LTD. ("Assignee"), all rights, title and interest in and to any and all claims, rights, causes of action and benefits now known or unknown resulting from the prior exploitation of the Assignor's skills talents and services, in the entertainment industry including but not limited to, as a musician, composer, arranger, publisher, recording artist, actor, writer and performing artist. Said assignment shall include but not be limited to the following:

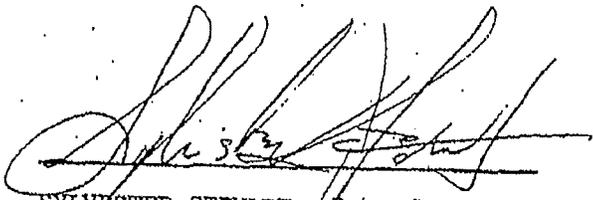
1. Any royalty or other income now due past due or to become due from CBS RECORDS.
2. Any royalty or other income now due, past due, or to become due from WARNER/CHAPPELL MUSIC, INC. including but not limited to publishing royalties and income, and writer's royalties and income.
3. Any royalty or other income now due, past due, or to become due from BMI, INC. including but not limited to publisher's performance royalties or income, and writer's performance royalties and income.

The within named assignment, transfer and conveyance includes without limitation any and all rights that Assignor now has or to which Assignor may become entitled under existing or subsequently enacted federal, state or foreign laws. The within grant further includes all proceeds from the foregoing accrued and unpaid and hereafter accruing and all such claims, rights, causes of action benefits arising therefrom without limitation with full right to

S.T. SS
etc

maintain any actions thereon, and to settle, compromise, or reassign such claims, and to get a release in Assignor's name in full discharge of the liability thereunder.

Date: 2/27/89

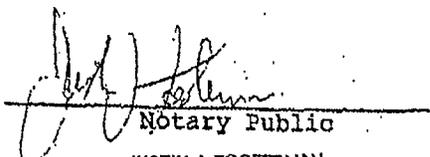

SYLVESTER STEWART p/k/a Sly Stone

ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Midlbury

On February 27, 1989, before me, the undersigned, a Notary Public in and for the State of ~~New Jersey~~ ^{New Jersey}, personally appeared SYLVESTER STEWART p/k/a Sly Stone, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same.

WITNESS my hand and official seal


Notary Public
JUSTIN J. FOOTERMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 11, 1993

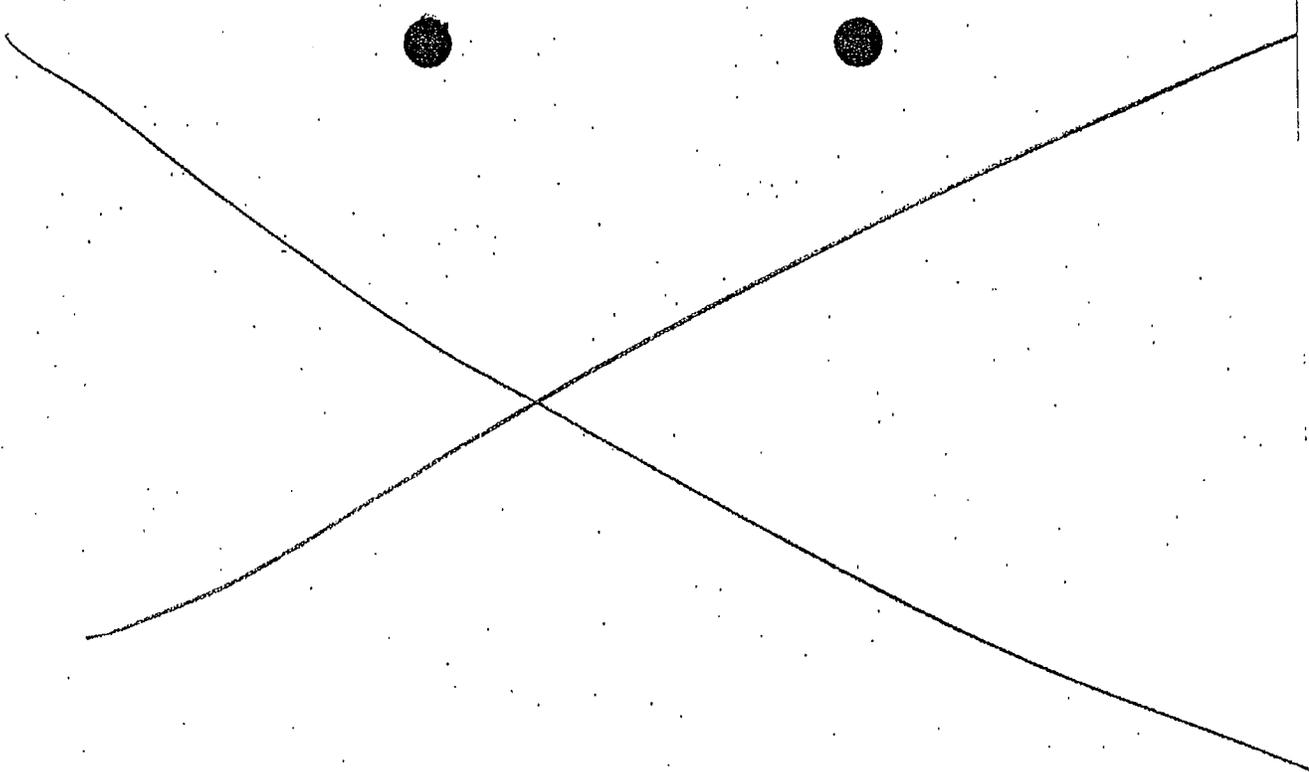


EXHIBIT D



CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
STONE FIRE PRODUCTIONS LTD.

PH

APR 12 9 00 AM '89

FILED

Under Section 805 of the Business Corporation Law

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED APR 12 1989

AMT. OF CHECK \$ 50
FILING FEE \$ 60
TAX \$ _____
COUNTY FEE \$ _____
COPIES 10
CERT \$ _____
REFUNDS _____
SPEC HANDLES 10

BY: JK **FILED**
new

1-26-89

B733787-6

NY

NA

DL

dom res for chg.

3-15-89

B752951-1

DL

LAW OFFICES OF ELLIOTT POLLACK
1350 Avenue of the Americas
New York, N.Y. 10019

38014

APR 11 4 03 PM '89

4/12

EXB

Certificate of Amendment of the Certificate of Incorporation
of

STONE FIRE PRODUCTIONS LTD.

Under Section 805 of the Business Corporation Law

It is hereby certified that:

FIRST: The name of the corporation is STONE FIRE PRODUCTIONS LTD.

SECOND: The certificate of incorporation of the corporation was filed by the Department of State on January 26, 1989.

THIRD: The amendment of the certificate of incorporation of the corporation effected by this certificate of amendment is as follows: To change the name of the corporation.

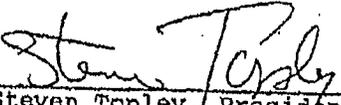
FOURTH: To accomplish the foregoing amendment Article FIRST of the certificate of incorporation of the corporation, relating to the name of the corporation is hereby amendment to read as follows:

"FIRST: The name of the corporation is
EVEN ST. PRODUCTIONS LTD."

FIFTH: The foregoing amendment of the certificate of incorporation of the corporation was authorized by the consent in writing of the Board of Directors of the corporation, followed by the unanimous written consent of the holders of all of the outstanding shares of the corporation entitled to vote on the said amendment of the certificate of incorporation.

IN WITNESS WHEREOF, we have subscribed this document on the date set forth below and do hereby affirm, under the penalties of perjury, that the statements contained therein have been examined by us and are true and correct.

Date: MARCH 31, 1989.


Steven Topley, President

and

Gerald Goldstein, Secretary

8765683

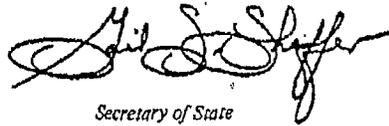
State of New York }
Department of State } ss:

026252

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on

APR 12 1989



Secretary of State

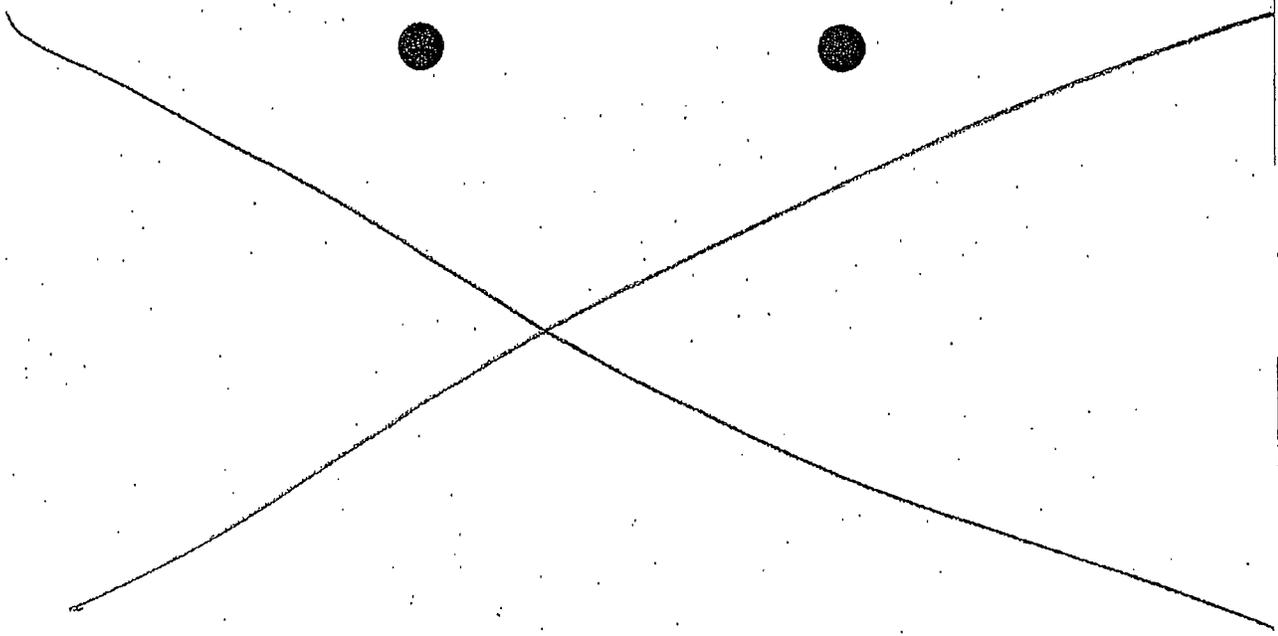


EXHIBIT E



EVEN ST. PRODUCTIONS, LTD.

145 WEST 57TH STREET • 14TH FL • NEW YORK • NY • 10019 • TEL 212-541-8440 • FAX 212-541-8260

December 12, 1995

VIA TELEFAX

Mr. Sylvester Stewart
p/k/a Sly Stone
c/o Richard Joseph, Esq.
116 No. Robertson, Ste 705
Los Angeles, CA 90048

Re: Sly Stone -w- Even St. Productions, Ltd.

Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; July 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 28, 1995, August 24, 1995, October 12, 1995 and November 7, 1995 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including January 31, 1996.

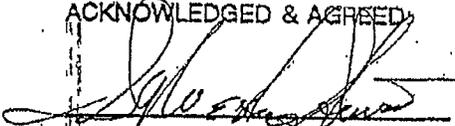
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED


Sylvester Stewart

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq., as attorney for Sylvester Stewart

EX E

EVEN ST. PRODUCTIONS, LTD.

145 WEST 57TH STREET • 14TH FL • NEW YORK • NY • 10019 • TEL 212-541-8440 • FAX 212-541-8260

January 25, 1995

VIA TELEFAX

Mr. Sylvester Stewart
p/k/a Sly Stone
c/o Richard Joseph, Esq.
116 No. Robertson, Ste 705
Los Angeles, CA 90048

Re: Sly Stone -w- Even St. Productions, Ltd.

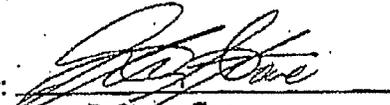
Dear Mr. Stewart:

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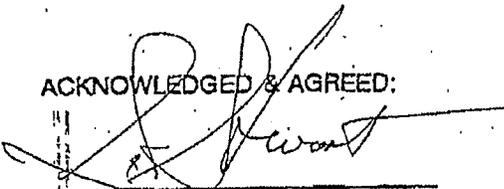
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq., as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

145 WEST 57TH STREET • 14TH FL • NEW YORK • NY • 10019 • TEL 212-541-8440 • FAX 212-541-8260

January 25, 1995

VIA TELEFAX

Mr. Sylvester Stewart
p/k/a Sly Stone
c/o Richard Joseph, Esq.
116 No. Robertson, Ste 705
Los Angeles, CA 90048

Re: Sly Stone -w- Even St. Productions, Ltd.

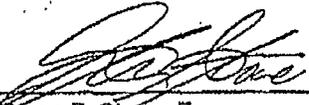
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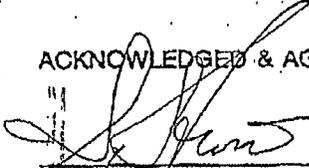
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq., as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

145 WEST 57TH STREET • 14TH FL • NEW YORK • NY • 10019 • TEL 212-541-8440 • FAX 212-541-8260

January 25, 1995

VIA TELEFAX

Mr. Sylvester Stewart
p/k/a Sly Stone
c/o Richard Joseph, Esq.
116 No. Robertson, Ste 705
Los Angeles, CA 90048

Re: Sly Stone -w- Even St. Productions, Ltd.

Dear Mr. Stewart:

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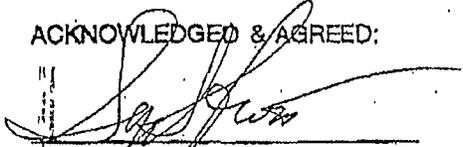
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq., as attorney for Sylvester Stewart

AVENUE NYC
EVEN ST. PRODUCTIONS, LTD.

145 WEST 57TH STREET • 14TH FL • NEW YORK • NY • 10019 • TEL 212-541-8440 • FAX 212-541-8260

February 23, 1996

VIA TELEFAX

Mr. Sylvester Stewart
p/k/a Sly Stone
c/o Richard Joseph, Esq.
116 No. Robertson, Sta 705
Los Angeles, CA 90048

Re: Sly Stone -w- Even St. Productions, Ltd.

Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; July 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995, August 24, 1995, October 12, 1995, November 7, 1995, December 12, 1995 and January 25, 1995(sic) further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including March 31, 1996.

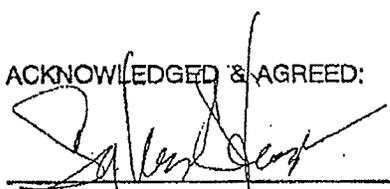
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below:

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: _____
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED:



Sylvester Stewart

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq., as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

145 WEST 57TH STREET • 14TH FL • NEW YORK • NY • 10019 • TEL 212-541-8440 • FAX 212-541-8260

March 15, 1996

VIA TELEFAX

Mr. Sylvester Stewart p/k/a Sly Stone
c/o Richard Joseph, Esq.
116 No. Robertson, Ste 705
Los Angeles, CA 90048

Re: Sly Stone -w- Even St. Productions, Ltd.

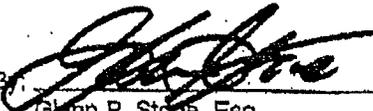
Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; July 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995, August 24, 1995; October 12, 1995, November 7, 1995, December 12, 1995, January 25, 1995(sic) and February 23, 1996 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including May 31, 1996.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.



Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED:



Sylvester Stewart

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq., as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

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May 24, 1996

VIA TELEFAX

Mr. Sylvester Stewart p/k/a Sly Stone
c/o Richard Joseph, Esq.
116 No. Robertson, Ste 705
Los Angeles, CA 90048

Re: Sly Stone -w- Even St. Productions, Ltd.

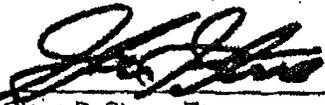
Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; July 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995, August 24, 1995, October 12, 1995, November 7, 1995, December 12, 1995, January 25, 1996(sic), February 23, 1996 and March 15, 1996 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including July 31, 1996.

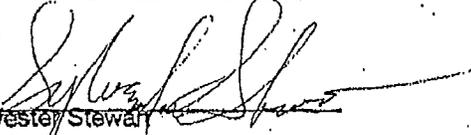
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq., as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

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July 24, 1996

VIA TELEFAX

Mr. Sylvester Stewart p/k/a Sly Stone
c/o Richard Joseph, Esq.
116 No. Robertson, Ste 705
Los Angeles, CA 90048

Re: Sly Stone -w- Even St. Productions, Ltd.

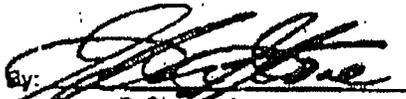
Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; July 25, 1994; September 9, 1994; September 28, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995, August 24, 1995, October 12, 1995, November 7, 1995, December 12, 1995, January 25, 1995(sic), February 23, 1996 March 15, 1996 and May 24, 1996 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including September 30, 1996.

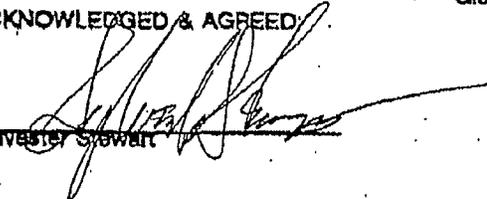
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

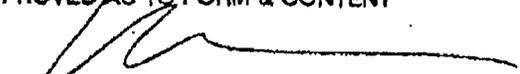
Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED


Sylvester Stewart

APPROVED AS TO FORM & CONTENT


Richard Joseph, Esq., as Attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

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September 27, 1996

VIA TELEFAX

Mr. Sylvester Stewart p/k/a Sly Stone
c/o Richard Joseph, Esq.
118 No. Robertson, Ste 705
Los Angeles, CA 90048

Re: Sly Stone -w- Even St. Productions, Ltd.

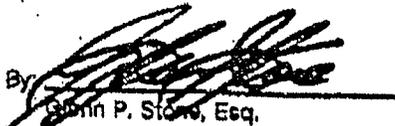
Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1984; March 17, 1984; May 19, 1984; June 27, 1984; July 25, 1984; September 9, 1984; September 25, 1984; December 8, 1984; February 23, 1985; April 24, 1985; June 26, 1985, August 24, 1985, October 12, 1985, November 7, 1985, December 12, 1985, January 25, 1985(sic), February 23, 1986 March 15, 1986 May 24, 1986 and July 24, 1986 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including November 30, 1986.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-a-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
John P. Stone, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT


Richard Joseph, Esq., as attorney for Sylvester Stewart

TOTAL P.02

EVEN ST. PRODUCTIONS, LTD.

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November 21, 1996

VIA TELEFAX

Mr. Sylvester Stewart p/k/a Sly Stone
c/o Richard Joseph, Esq.
118 No. Robertson, Ste 705
Los Angeles, CA 90048

Re: Sly Stone -w- Even St. Productions, Ltd.

Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; July 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 28, 1995; August 24, 1995; October 12, 1995; November 7, 1995; December 12, 1995; January 25, 1995(sic), February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996 and September 27, 1996 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including January 31, 1997.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
John P. Stone, Esq.

ACKNOWLEDGED & AGREED:

Sylvester Stewart _____

APPROVED AS TO FORM & CONTENT


Richard Joseph, Esq., as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

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March 25, 1997

Mr. Sylvester Stewart p/k/a Sly Stone
c/o Richard Joseph, Esq.
116 No. Robertson, Ste 705
Los Angeles, CA 90048

Re: Sly Stone -w- Even St. Productions, Ltd.

Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; July 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995, August 24, 1995, October 12, 1995, November 7, 1995, December 12, 1995, January 25, 1995(sic), February 23, 1996 March 15, 1996, May 24, 1996, July 24, 1996, September 27, 1996, November 21, 1996 AND January 24, 1997 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including May 31, 1997.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

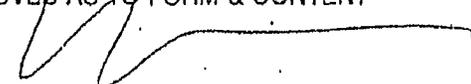
Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT


Richard Joseph, Esq., as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

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February 23, 1999

Mr. Sylvester Stewart p/k/a Sly Stone
c/o Richard Joseph, Esq.
116 No. Robertson, Ste 705
Los Angeles, CA 90048

Re Sly Stone -w- Even St. Productions, Ltd.

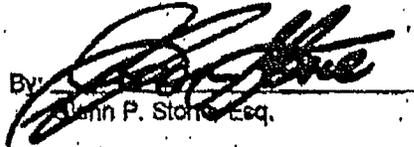
Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; July 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 12, 1995; November 7, 1995; December 2, 1995; January 25, 1995(sic), February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 28, 1997; July 28, 1997; September 26, 1997; November 25, 1997; January 29, 1998; March 26, 1998; May 20, 1998; August 25, 1998 and November 18, 1998 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including May 31, 1999.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

A: agreed, please execute the signature line below.

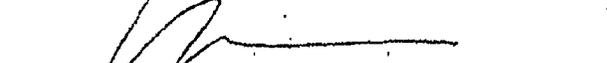
Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
Martin P. Stone, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT


Richard Joseph, Esq., as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

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Mr. Sylvester Stewart p/k/a Sly Stone
c/o Richard Joseph, Esq.
116 No. Robertson, Ste 705
Los Angeles, CA 90048

August 20, 1999

Re: Sly Stone -w- Even St. Productions Ltd.

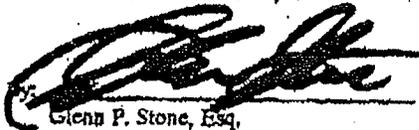
Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; July 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995, August 24, 1995, October 12, 1995, November 7, 1995, December 12, 1995, January 25, 1995(sic), February 23, 1996 March 15, 1996, May 24, 1996, July 24, 1996, September 27, 1996, November 21, 1996, January 24, 1997 March 25, 1997, May 28, 1997, July 28, 1997, September 26, 1997, November 25, 1997, January 29, 1998, March 23, 1998, May 20, 1998, August 25, 1998 and November 18, 1998, February 23, 1999 and May 18, 1999 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including November 30, 1999.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

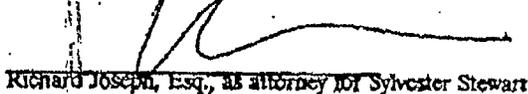


Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT


Richard Joseph, Esq., as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

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Mr. Sylvester Stewart p/k/a Sly Stone
c/o Richard Joseph, Esq.
116 No. Robertson, Ste 705
Los Angeles, CA 90048

November 23, 1999

Re: Sly Stone -w- Even St. Productions, Ltd.

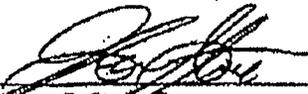
Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; July 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 12, 1995; November 7, 1995; December 12, 1995; January 25, 1995(sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 28, 1997; July 28, 1997; September 26, 1997; November 25, 1997; January 29, 1998; March 23, 1998; May 20, 1998; August 25, 1998 and November 18, 1998; February 23, 1999; May 18, 1999 and August 20, 1999 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including March 30, 2000.

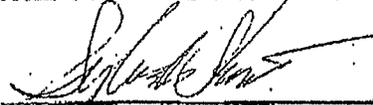
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

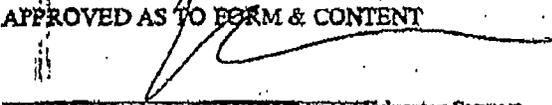
Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT


Richard Joseph, Esq., as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

250 WEST 57TH STREET • Ste. 407 • NEW YORK • NY • 10019 • TEL 212-541-8440 • FAX 212-541-8260

January 18, 2001

Mr. Sylvester Stewart p/k/a Sly Stone
C/O Richard Joseph, Esq.
116 No. Robertson
Suite 705
Los Angeles, CA 90048

RE: Sly Stone - w/ Even St. Productions, Ltd.

Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; July 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 12, 1995; November 7, 1995; December 12, 1995; January 23, 1996 (sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 28, 1997; July 28, 1997; September 26, 1997; November 25, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 25, 1998; and November 18, 1998; February 23, 1999; May 18, 1999; August 20, 1999; November 23, 1999; March 24, 2000; and August 24, 2000 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including August 31, 2001.

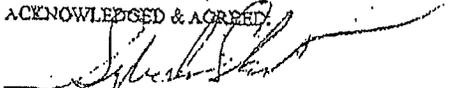
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-a-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

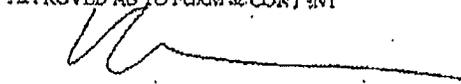
Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED


Sylvester Stewart

APPROVED AS TO FORM & CONTENT


Richard Joseph, Esq., as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

276 Fifth Avenue • Ste. 507 • New York • NY • 10001 • Tel 646-424-1600 • Fax 646-424-1680

August 22, 2001

Mr. Sylvester Stewart p/k/a Sly Stone
C/O Richard Joseph, Esq.
116 No. Robertson
Suite 703
Los Angeles, CA 90048

[Handwritten initials and date]
8/29/01

RE: Sly Stone-w-Even St. Productions, Ltd.

Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; May 25, 1994; September 9, 1994; September 25, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 13, 1995; November 7, 1995; December 12, 1995; January 25, 1995 (sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 28, 1997; July 28, 1997; September 26, 1997; November 25, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 25, 1998; and November 18, 1998; February 23, 1999; May 18, 1999; August 20, 1999; November 23, 1999; March 24, 2000; August 24, 2000; and January 18, 2001, further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including February 28, 2002.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By 
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED:

Sylvester Stewart

APPROVED AS TO FORM & CONTENT


Richard Joseph, Esq. as attorney for Sylvester Stewart

Mar 04 02 03:19P
Mar 04 02 02:14P

P. 1

P. 2

EVEN ST. PRODUCTIONS, LTD.

C/O AVENUE MUSIC GROUP
276 FIFTH AVENUE
SUITE 507
NEW YORK, N.Y. 10001
TEL. 646-424-1800
FAX 646-424-1680

February 26, 2002

Mr. Sylvester Stewart p/k/a Sly Stone
C/O Richard Joseph, Esq.
116 No. Robertson
Suite 705
Los Angeles, CA 90048

RE: Sly Stone-w-Even St. Productions, Ltd.

Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) aka Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; May 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 13, 1995; November 7, 1995; December 12, 1995; January 25, 1995 (sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 28, 1997; July 28, 1997; September 26, 1997; November 25, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 25, 1998; and November 18, 1998; February 23, 1999; May 18, 1999; August 20, 1999; November 23, 1999; March 24, 2000; August 24, 2000; January 18, 2001, and August 22, 2001, further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including August 31, 2002.

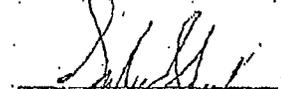
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

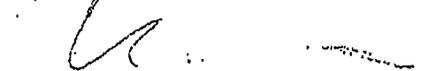
Very truly yours,
EVEN ST. PRODUCTIONS, LTD.


By: Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT


Richard Joseph, Esq. as attorney for Sylvester Stewart

Sep 04 02 12:32P

P. 3

Aug 26 02 04:36P

P. 2

EVEN ST. PRODUCTIONS, LTD.

C/O AVENUE MUSIC GROUP
276 FIFTH AVENUE
SUITE 507
NEW YORK, N.Y. 10001
TEL. 646-424-1600
FAX 646-424-1680

August 26, 2003

Mr Sylvester Stewart p/k/a Sly Stone
C/O Richard Joseph, Esq.
116 No. Robertson
Suite 705
Los Angeles, CA 90048

RE: Sly Stone-w-Even St. Productions, Ltd.

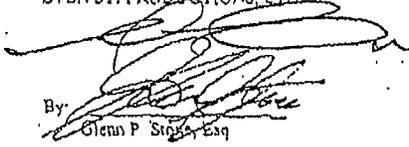
Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1959 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) d/b/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; May 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 13, 1995; November 7, 1995; December 12, 1995; January 25, 1995 (sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 28, 1997; July 28, 1997; September 26, 1997; November 25, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 25, 1998; and November 18, 1998; February 23, 1999; May 18, 1999; August 20, 1999; November 23, 1999; March 24, 2000; August 24, 2000; January 18, 2001; August 22, 2001, and February 26, 2002 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including February 28th, 2003.

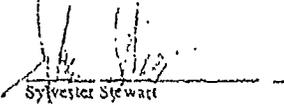
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT


Richard Joseph, Esq. as attorney for Sylvester Stewart

4:07:11p

P. 2

EVEN ST. PRODUCTIONS, LTD.

C/O AVENUE MUSIC GROUP
276 FIFTH AVENUE
SUITE 807
NEW YORK, N.Y. 10001
TEL. 646-424-1600
FAX 646-424-1680

February 27, 2003

Mr. Sylvester Stewart p/k/a Sly Stone
C/O Richard Joseph, Esq.
116 No. Robertson
Suite 705
Los Angeles, CA 90048

RE: Sly Stone - v. - Even St. Productions, Ltd.

Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) (aka Stone Fire Productions, Ltd.), and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; May 23, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 13, 1995; November 7, 1995; December 17, 1995; January 23, 1995 (sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 23, 1997; July 28, 1997; September 26, 1997; November 23, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 23, 1998; and November 18, 1998; February 23, 1999; May 18, 1999; August 20, 1999; November 23, 1999; March 24, 2000; August 24, 2000; January 18, 2001; August 22, 2001; February 26, 2002 and August 26, 2002, further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including August 31, 2003.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature lines below

Very truly yours,
EVEN ST PRODUCTIONS, LTD.

By Jerry Goldstein, Pres.

By: Richard P. Joseph, Esq.

ACKNOWLEDGED & AGREED:

Sylvester Stewart

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq. as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

C/O AVENUE MUSIC GROUP
276 FIFTH AVENUE
SUITE 507
NEW YORK, N.Y. 10001
TEL. 646-424-1600
FAX 646-424-1680

August 21, 2003

Mr. Sylvester Stewart p/k/a Sly Stone
C/O Richard Joseph, Esq.
116 No. Robertson
Suite 705
Los Angeles, CA 90048

RE: Sly Stone w/ Even St. Productions, Ltd.

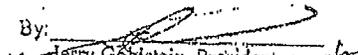
Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/w/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 18, 1994; June 27, 1994; May 23, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 13, 1995; November 7, 1995; December 12, 1995; January 25, 1996 (sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 23, 1997; July 23, 1997; September 26, 1997; November 25, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 25, 1998; and November 18, 1998; February 23, 1999; May 18, 1999; August 20, 1999; November 23, 1999; March 24, 2000; August 24, 2000; January 18, 2001; August 22, 2001; February 26, 2002; August 26, 2002 and February 27, 2003, further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including March 1st, 2004.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

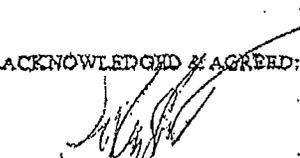
As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

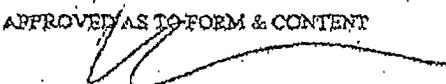
By: 
Jerry Goldstein, President

By: 
Glenn F. Spolsky, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT



Richard Joseph, Esq. as attorney for Sylvester Stewart

03/25/2004 02:26 310850
03-25-04 14:21 AVENUE CORDS
Mr-15-2034 03:24pm Firm
03/16/2004 05:47 310850

WE & I

ID

1791356

PAGE 01/05
P.01

03-24-2004 01:52pm Firm

7-802 P.02/031 0-031

EVAN ST. PRODUCTIONS, LTD.

c/o AVENUE MUSIC GROUP
275 FIFTH AVENUE
SUITE 507
NEW YORK, N.Y. 10001
TEL. 846-424-1650
FAX 846-424-1680

February 20, 2004

Mr. Sylvester Stewart *v/o* Sly Stone
C/O Richard Joseph, Esq.
116 No. Robertson
Suite 705
Los Angeles, CA 90048

RE: Sly Stone w/ Evan St. Productions, Ltd.

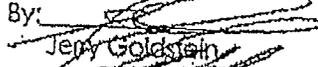
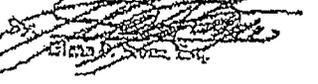
Dear Mr. Stewart:

Reference is hereby made to their particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Evan St. Productions, Ltd. (a New York Corporation) *v/o* Sly Stone Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; May 23, 1994; September 8, 1994; September 26, 1994; December 2, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 18, 1995; November 7, 1995; December 17, 1995; January 25, 1996 (sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 28, 1997; July 28, 1997; September 24, 1997; November 23, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 25, 1998; and November 18, 1998; February 23, 1999; May 13, 1999; August 20, 1999; November 23, 1999; March 24, 2000; August 24, 2000; January 28, 2001; August 22, 2001; February 25, 2002; August 28, 2002; February 27, 2003 and August 21, 2003 further expanding the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including September 1st, 2004.

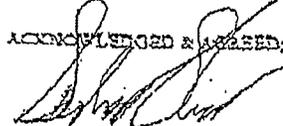
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-a-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

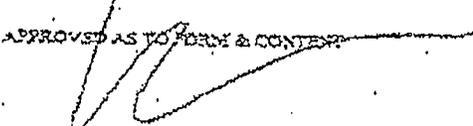
Very truly yours,
EVAN ST. PRODUCTIONS, LTD.

By: 
Jerry Goldstein

Richard Joseph, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT:


Richard Joseph, Esq. as attorney for Sylvester Stewart

03-25-04 15:14

RECEIVED FROM: 3108501536

P.01

EVEN ST. PRODUCTIONS, LTD.

C/O AVENUE MUSIC GROUP
276 FIFTH AVENUE
SUITE 907
NEW YORK, N.Y. 10001
TEL. 646-424-1600
FAX 646-424-1830

August 19, 2004

Mr. Sylvester Stewart p/a/a Sty Stone
C/O Richard Joseph, Esq.
116 No. Robertson
Suite 705
Los Angeles, CA 90048

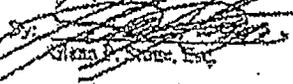
RE: Sty Stone-w/Even St. Productions, Ltd.

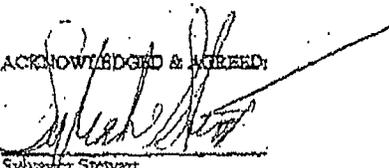
Dear Mr. Stewart:

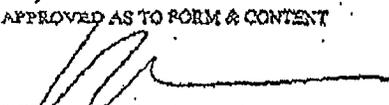
Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/w/a Stone Fire Productions, Ltd., and those particular Letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; May 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 13, 1995; November 7, 1995; December 12, 1995; January 25, 1996 (sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 25, 1997; July 28, 1997; September 26, 1997; November 23, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 25, 1998; and November 18, 1998; February 23, 1999; May 18, 1999; August 20, 1999; November 23, 1999; March 24, 2000; August 24, 2000; January 18, 2001; August 22, 2001; February 26, 2002; August 20, 2002; February 27, 2003; August 21, 2003 and February 20, 2004 (together extending the term of the aforementioned Employment Agreement). As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including February 28th, 2005.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-a-vis the agreement, its interpretation or application.

As agreed, please execute the signatures line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.
By: 
Jerry Goldstein
By: 
Richard Joseph, Esq.

ACKNOWLEDGED & AGREED:

Sylvester Stewart

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq. as attorney for Sylvester Stewart

09-02-04 12:51 RECEIVED FROM: 2004
ID=318194791856
09-13-04 10:01 AVENUE RECORDS 2004
ID=318194791856
09-13-04 10:01 AVENUE RECORDS 2004
ID=318194791856
09-13-04 10:01 AVENUE RECORDS 2004
ID=318194791856

EVEN ST. PRODUCTIONS, LTD.

C/O AVENUE MUSIC GROUP
276 FIFTH AVENUE
SUITE 307
NEW YORK, N.Y. 10001
TEL. 646-424-1600
FAX 646-424-1680

February 15, 2005

Mr. Sylvester Stewart p/k/a Sly Stone
C/O Richard Joseph, Esq.
116 No. Robertson
Suite 705
Los Angeles, CA 90048

RE: Sly Stone-w-Even St. Productions, Ltd.

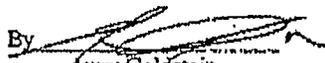
Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; May 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 21, 1995; October 13, 1995; November 7, 1995; December 12, 1995; January 25, 1995 (sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 31, 1996; January 24, 1997; March 25, 1997; May 28, 1997; July 28, 1997; September 26, 1997; November 25, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 25, 1998; and November 18, 1998; February 23, 1999; May 18, 1999; August 20, 1999; November 23, 1999; March 24, 2000; August 24, 2000; January 18, 2001; August 22, 2001; February 26, 2002; August 26, 2002; February 27, 2003; August 21, 2003; February 20, 2004 and August 19, 2004 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including August 31, 2005.

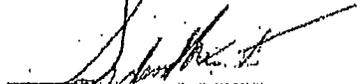
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: 
Jerry Goldstein

ACKNOWLEDGED & AGREED:


Sylvester Stewart

By: 
Glenn P. Stone, Esq.

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq. as attorney for Sylvester Stewart

Feb-15-2005 03:15pm From

T-306 P 002/004 F-01

EVEN ST. PRODUCTIONS, LTD.

C/O AVENUE MUSIC GROUP
278 FIFTH AVENUE
SUITE 507
NEW YORK, N.Y. 10001
TEL 646-424-1600
FAX 646-424-1680

February 15, 2005

Mr. Sylvester Stewart p/k/a Sly Stone
C/O Richard Joseph, Esq.
116 No. Robertson
Suite 705
Los Angeles, CA 90048

RE: Sly Stone-w-Even St. Productions, Ltd.

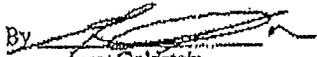
Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular other Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; May 25, 1994; September 9, 1994; September 26, 1994; December 8, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 13, 1995; November 7, 1995; December 12, 1995; January 25, 1995 (sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 28, 1997; July 28, 1997; September 26, 1997; November 25, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 25, 1998; and November 18, 1998; February 23, 1999; May 18, 1999; August 20, 1999; November 21, 1999; March 24, 2000; August 24, 2000; January 18, 2001; August 22, 2001; February 26, 2002; August 24, 2002; February 27, 2003; August 21, 2003; February 20, 2004 and August 19, 2004 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including August 31, 2005.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By 
Jerry Goldstein

ACKNOWLEDGED & AGREED:

Sylvester Stewart

By 
Stan P. Stock, Esq.

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq. as attorney for Sylvester Stewart

02-15-05 10:01

RECEIVED FROM:9

P.02

10-3

9239387-1

AVENUE RECORDS

03-15-05

03-21-05

11:45

RECEIVED FROM:9239387111

P.01

EVEN ST. PRODUCTIONS, LTD.,

C/O AVENUE MUSIC GROUP
276 FIFTH AVENUE SUITE 607
NEW YORK N.Y. 10001
TEL. 846.424.1600
FAX. 846.424.1680

August 3, 2005

Mr. Sylvester Stewart p/k/a Sly Stone
C/O Richard Joseph, Esq.
5757 Wilshire Blvd.
Suite 360
Los Angeles, CA 90036

VIA Facsimile

RE: Sly Stone-w-Even St. Productions, Ltd.

Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; May 25, 1994; September 9, 1994; September 25, 1994; December 12, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 18, 1995; November 7, 1995; December 12, 1995; January 25, 1996 (sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 28, 1997; July 28, 1997; September 28, 1997; November 25, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 25, 1998; and November 18, 1998; February 23, 1999; May 18, 1999; August 20, 1999; November 23, 1999; March 24, 2000; August 24, 2000; January 18, 2001; August 22, 2001; February 26, 2002; August 26, 2002; February 27, 2003; August 21, 2003; February 20, 2004; August 19, 2004 and February 15, 2005 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including February 29th, 2006.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By: Gerald Goldstein

By:

ACKNOWLEDGED & AGREED:

Sylvester Stewart

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq. as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

C/O AVENUE MUSIC GROUP
276 FIFTH AVENUE SUITE 507
NEW YORK N.Y. 10001
TEL. 646.424.1600
FAX 646.424.1600

January 24, 2006

Mr. Sylvester Stewart p/k/a Sly Stone
C/O Richard Joseph, Esq.
5757 Wilshire Blvd.
Suite 360
Los Angeles, CA 90036

VIA Facsimile

RE: Sly Stone-w-Even St. Productions, Ltd.

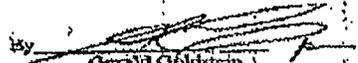
Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; May 25, 1994; September 9, 1994; September 26, 1994; December 12, 1994; February 23, 1996; April 24, 1995; June 26, 1995; August 24, 1996; October 13, 1996; November 7, 1995; December 12, 1995; January 25, 1995 (sic); February 23, 1996; March 16, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 28, 1997; July 28, 1997; September 26, 1997; November 25, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 26, 1998; and November 18, 1998; February 23, 1999; May 18, 1999; August 20, 1999; November 23, 1999; March 24, 2000; August 24, 2000; January 18, 2001; August 22, 2001; February 26, 2002; August 26, 2002; February 27, 2003; August 21, 2003; February 20, 2004; August 19, 2004; February 15, 2005 and August 3, 2006 further extending the term of the aforementioned Employment Agreement. As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including August 31st, 2006.

Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-a-vis the agreement, its interpretation or application.

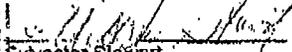
As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

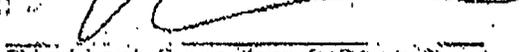
By: 
Gerald Goldstein

By: 
Richard Joseph, Esq.

ACKNOWLEDGED & AGREED:


Sylvester Stewart

APPROVED AS TO FORM & CONTENT


Richard Joseph, Esq. as attorney for Sylvester Stewart

EVEN ST. PRODUCTIONS, LTD.

C/O AVENUE MUSIC GROUP
276 FIFTH AVENUE SUITE 507
NEW YORK N.Y. 10001
TEL. 646.424.1600.
FAX. 646.424.1680

August 15, 2006

Mr. Sylvester Stewart p/k/a Sly Stone
C/O Richard Joseph, Esq.
5757 Wilshire Blvd. Suite 360
Los Angeles, CA 90036

RE: Sly Stone-w-Even St. Productions, Ltd.

Dear Mr. Stewart:

Reference is hereby made to that particular Employment Agreement dated the 27th day of February, 1989 by and between yourself and Even St. Productions, Ltd. (a New York Corporation) f/k/a Stone Fire Productions, Ltd., and those particular letter Agreements dated February 24, 1994; March 17, 1994; May 19, 1994; June 27, 1994; May 25, 1994; September 9, 1994; September 26, 1994; December 12, 1994; February 23, 1995; April 24, 1995; June 26, 1995; August 24, 1995; October 13, 1995; November 7, 1995; December 12, 1995; January 25, 1995 (sic); February 23, 1996; March 15, 1996; May 24, 1996; July 24, 1996; September 27, 1996; November 21, 1996; January 24, 1997; March 25, 1997; May 28, 1997; July 28, 1997; September 26, 1997; November 25, 1997; January 29, 1998; March 25, 1998; May 20, 1998; August 25, 1998; and November 18, 1998; February 23, 1999, May 18, 1999, August 20, 1999; November 23, 1999, March 24, 2000, August 24, 2000; January 18, 2001, August 22, 2001, February 26, 2002, August 26, 2002; February 27, 2003; August 21, 2003; February 20, 2004; August 19, 2004; February 15, 2005; August 3, 2005; and January 24, 2006 further extending the term of the aforementioned Employment Agreement.

As evidenced by your signature below, it has been agreed that for the mutual benefit of the parties, the term of the above referenced agreement shall be extended up to and including February 15th 2007.

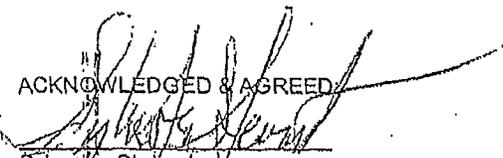
Notwithstanding the above, this extension is agreed to without prejudice to any of the rights, interests, claims or positions of either party vis-à-vis the agreement, its interpretation or application.

As agreed, please execute the signature line below.

Very truly yours,
EVEN ST. PRODUCTIONS, LTD.

By _____
Gerald Goldstein

By _____
Glenn P. Stone, Esq.

ACKNOWLEDGED & AGREED

Sylvester Stewart

APPROVED AS TO FORM & CONTENT

Richard Joseph, Esq. as attorney for Sylvester Stewart

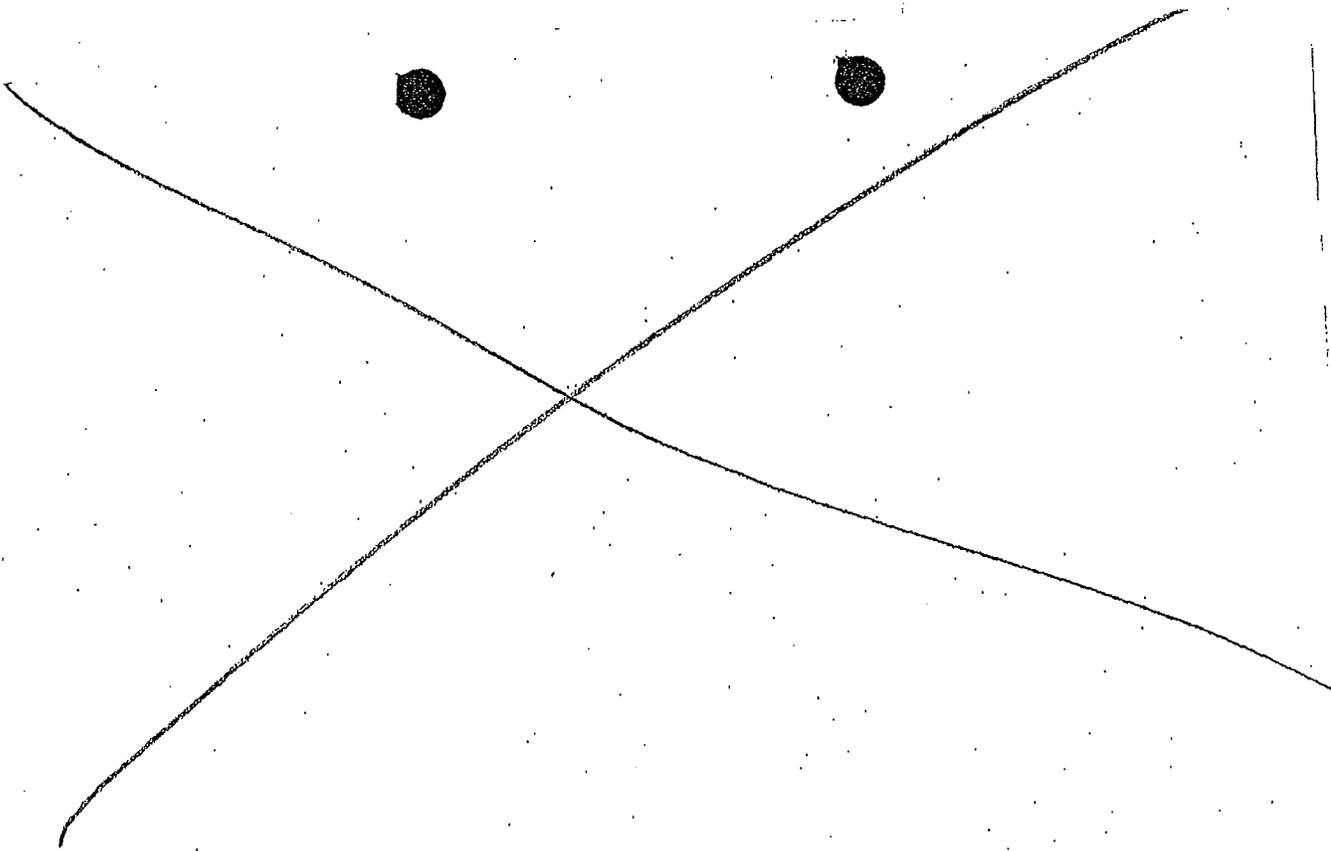


EXHIBIT F



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BROADCAST MUSIC, INC.

10 West 57th Street New York, N.Y. 10019

Date March 19, 1979

Mr. Sylvester Stewart
2091 Mandeville Canyon Road
Los Angeles, CA 90049

Dear Mr. Stewart:

The following shall constitute the agreement between us:

1. As used in this agreement:

(a) The word "period" shall mean the term from July 1, 1978 to March 31, 1982, and continuing thereafter for additional terms of two years each unless terminated by either party at the end of said initial term or any additional term, upon notice by registered or certified mail not more than six months or less than sixty (60) days prior to the end of any such term.

(b) The word "works" shall mean:

(i) All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatic-musical work) composed by you alone or with one or more collaborators during the period; and

(ii) All musical compositions (including the musical segments and individual compositions written for a dramatic or dramatic-musical work) composed by you alone or with one or more collaborators prior to the period, except those in which there is an outstanding grant of the right of public performance to a person other than a publisher affiliated with BMI.

2. You agree that:

(a) Within ten (10) days after the execution of this agreement you will furnish to us two copies of a completed clearance sheet in the form supplied by us with respect to each work heretofore composed by you which has been published in printed copies or recorded commercially or which is being currently performed or which you consider as likely to be performed.

(b) In each instance that a work for which clearance sheets have not been submitted to us pursuant to sub-paragraph (a) hereof is published in printed copies or recorded commercially or in synchronization with film or tape or is considered by you as likely to be performed, whether such work is composed prior to the execution of this agreement or hereafter during the period, you will promptly furnish to us two copies of a completed clearance sheet in the form supplied by us with respect to each such work.

(c) If requested by us in writing, you will promptly furnish to us a legible lead sheet or other written or printed copy of a work.

3. The submission of clearance sheets pursuant to paragraph 2 hereof shall constitute a warranty by you that all of the information contained therein is true and correct and that no performing rights in such work have been granted to or reserved by others except as specifically set forth therein in connection with works heretofore written or co-written by you.

4. You hereby grant to us for the period:

(a) All the rights that you own or acquire publicly to perform, and to license others to perform, for profit or otherwise, anywhere in the world, any part or all of the works.

(b) The non-exclusive right to record, and to license others to record, any part or all of any of the works on electrical transcription, wire, tape, film or otherwise, but only for the purpose of performing such work publicly by means of radio and television or for archive or audition purposes and not for sale to the public or for synchronization with motion pictures intended primarily for theatrical exhibition or with programs distributed by means of syndication to broadcasting stations.

(c) The non-exclusive right to adapt or arrange any part or all of any of the works for performance purposes, and to license others to do so.

EXF

5. (a) The rights granted to us by sub-paragraph (a) of paragraph 4 hereof shall not include the right to perform or license the performance of more than one song or aria from a dramatic or dramatico-musical work which is an opera, operetta, or musical show or more than five minutes from a dramatic or dramatico-musical work which is a ballet if such performance is unaccompanied by the dramatic action, costumes or scenery of that dramatic or dramatico-musical work.

(b) You, together with the publisher and your collaborators, if any, shall have the right jointly, by written notice to us, to exclude from the grant made by sub-paragraph (a) of paragraph 4 hereof performances of works comprising more than thirty minutes of a dramatic or dramatico-musical work, but this right shall not apply to such performances from (i) a score originally written for and performed as part of a theatrical or television film, (ii) a score originally written for and performed as part of a radio or television program, or (iii) the original cast, sound track or similar album of a dramatic or dramatico-musical work.

6. (a) As full consideration for all rights granted to us hereunder and as security therefor, we agree to pay to you, with respect to each of the works in which we obtain and retain performing rights during the period:

(i) For performances of a work on broadcasting stations in the United States, its territories and possessions, amounts calculated pursuant to our then current standard practices upon the basis of the then current performance rates generally paid by us to our affiliated writers for similar performances of similar compositions. The number of performances for which you shall be entitled to payment shall be estimated by us in accordance with our then current system of computing the number of such performances;

It is acknowledged that we license the works of our affiliates for performance by non-broadcasting means, but that unless and until such time as practical methods can be devised for tabulation of and payment for such performances, payment will be based solely on broadcast performances. In the event that during the period we shall establish a system of separate payment for non-broadcasting performances, we shall pay you upon the basis of the then current performance rates generally paid by us to our other affiliated writers for similar performances of similar compositions.

(ii) In the case of a work composed by you with one or more collaborators, the sum payable to you hereunder shall be a pro rata share, determined on the basis of the number of collaborators, unless you shall have transmitted to us a copy of an agreement between you and your collaborators providing for a different division of payment.

(iii) All monies received by us from any performing rights licensing organization outside of the United States, its territories and possessions, which are designated by such performing rights licensing organization as the author's share of foreign performance royalties earned by your works after the deduction of our then current handling charge applicable to our affiliated writers.

(b) We shall have no obligation to make payment hereunder as respect to (i) any performance of a work which occurs prior to the date on which we have received from you all of the information and material with respect to such work which is referred to in paragraphs 2 and 3 hereof, or (ii) any performance of a work for which you receive payment of performance royalties from the publisher thereof. You waive the right to receive performance royalties from the publisher of any work with respect to any and all performances thereof for which you receive payment from us hereunder.

7. We will furnish statements to you at least twice during each year of the period showing the number of performances as computed pursuant to sub-paragraph (a) (i) of paragraph 6 hereof and at least once during each year of the period showing the monies due pursuant to sub-paragraph (a) (iii) of paragraph 6 hereof. Each statement shall be accompanied by payment to you, subject to all proper deductions for advances, if any, of the sums thereby shown to be due for such performances.

8. (a) Nothing in this agreement requires us to continue to license the works subsequent to the termination of this agreement. In the event that we continue to license any or all of the works, however, we shall continue to make payments to you for as long as you do not make or purport to make directly or indirectly any grant of performing rights in such works to any other licensing organization. The amounts of such payments shall be calculated pursuant to our then current standard practices upon the basis of the then current performance rates generally paid by us to our affiliated writers for similar performances of similar compositions. You agree to notify us by registered or certified mail of any grant or purported grant by you directly or indirectly of performing rights to any other performing rights organization within ten (10) days from the making of such grant or purported grant and if you fail so to inform us thereof and we make payments to you for any period after the making of any such grant or purported grant, you agree to repay to us all amounts so paid by us promptly on demand. In addition, if we inquire of you by registered or certified mail, addressed to your last known address, whether you have made any such grant or purported grant and you fail to confirm to us by registered or certified mail within thirty (30) days of the mailing of such inquiry that you have not made any such grant or purported grant, we may, from and after such date, discontinue making any payments to you.

(b) Our obligation to continue payment to you after the termination of this agreement for performances outside of the United States, its territories and possessions shall be dependent upon our receipt in the United States of payments designated by foreign performing rights organizations as the author's share of foreign performance royalties earned by your works. Payment of such foreign royalties shall be subject to deduction of our then current handling charge applicable to our affiliated writers.

(c) In the event that we have reason to believe that you will receive or are receiving payment from a performing rights licensing organization other than BMI for or based on United States performances of one or more of your works during a period when such works were licensed by us pursuant to this agreement, we shall have the right to withhold payment for such performances from you until receipt of evidence satisfactory to us of the amount so paid to you by such other organization or that you have not been so paid. In the event that you have been so paid, the monies payable by us to you for such performances during such period shall be reduced by the amount of the payment from such other organization. In the event that you do not supply such evidence within eighteen (18) months from the date of our request therefor, we shall be under no obligation to make any payment to you for performances of such works during such period.

9. In the event that you terminate this agreement pursuant to sub-paragraph (a) of paragraph 1 hereof or any modification thereof at a time when, after crediting all earnings reflected by the statements rendered to you prior to the effective date of such termination, there remains an unearned balance of advances made to you by us, such termination shall not be effective with respect to the works then embraced by this agreement unless and until sixty (60) days after the unpaid balance of advances shall be repaid by you or until sixty (60) days after a statement is rendered by us at our normal accounting period showing that such unearned balance of advances has been fully repaid by us.

10. You warrant and represent that you have the right to enter into this agreement; that you are not bound by any prior commitments which conflict with your commitments hereunder; that each of the works composed by you alone or with one or more collaborators is original; and that exercise of the rights granted by you herein will not constitute an infringement of copyright or violation of any other right of, or unfair competition with, any person, firm or corporation. You agree to indemnify and hold harmless us and our licensees from and against any and all loss or damage resulting from any claim of whatever nature arising from or in connection with the exercise of any of the rights granted by you in this agreement. Upon notification to us of any of our licensees of a claim with respect to any of the works, we shall have the right to exclude such work from this agreement and/or to withhold payment of all sums which become due pursuant to this agreement or any modification thereof until such claim has been withdrawn, settled or adjudicated.

11. (a) We shall have the right, upon written notice to you, to exclude from this agreement, at any time, any work which in our opinion (i) is similar to a previously existing composition and might constitute a copyright infringement, or (ii) has a title or music or lyric similar to that of a previously existing composition and might lead to a claim of unfair competition, or (iii) is offensive, in bad taste or against public morals, or (iv) is not reasonably suitable for performance.

(b) In the case of works which in our opinion are based on compositions in the public domain, we shall have the right, upon written notice to you, either (i) to exclude any such work from this agreement, or (ii) to classify any such work as entitled to receive only a fraction of the full credit that would otherwise be given for performances thereof.

(c) In the event that any work is excluded from this agreement pursuant to paragraph 10 or sub-paragraph (a) or (b) of this paragraph 11, all rights in such work shall automatically revert to you ten (10) days after the date of our notice to you of such exclusion. In the event that a work is classified for less than full credit under sub-paragraph (b) (ii) of this paragraph 11, you shall have the right, by giving notice to us, within ten (10) days after the date of our letter advising you of the credit allocated to the work, to terminate our rights therein, and all rights in such work shall thereupon revert to you.

12. In each instance that you write, or are employed or commissioned by a motion picture producer to write, during the period, all or part of the score of a motion picture intended primarily for exhibition in theaters, or by the producer of a musical show or revue for the legitimate stage to write, during the period, all or part of the musical compositions contained therein, we agree to advise the producer of the film that such part of the score as is written by you may be performed as part of the exhibition of said film in theaters in the United States, its territories and possessions, without compensation to us, or to the producer of the musical show or revue that your compositions embodied therein may be performed on the stage with living artists as part of such musical show or revue, without compensation to us. In the event that we notify you that we have established a system for the collection of royalties for performance of the scores of motion picture films in theaters in the United States, its territories and possessions, we shall no longer be obligated to take such action with respect to motion picture scores.

13. You make, constitute and appoint us, or our nominee, your true and lawful attorney, irrevocably during the term hereof, in our name or that of our nominee, or in your name, or otherwise, to do all acts, take all proceedings, execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that may be necessary, proper or expedient to restrain infringement of and or to enforce and protect the rights granted by you hereunder, and to recover damages in respect to or for the infringement or other violation of the said rights, and in our sole judgment to join you and/or others in whose names the copyrights in any of the works may stand; to discontinue, compromise or refer to arbitration, any such suits or proceedings or to make any other disposition of the disputes in relation to the works, provided that any action or proceeding commenced by us pursuant to the provisions of this paragraph shall be at our sole expense and for our sole benefit.

14. You agree that you, your agents, employees or representatives will not, directly or indirectly, solicit or accept payment from writers for composing music for lyrics or writing lyrics in music or for reviewing, publishing, promoting, recording or rendering other services connected with the exploitation of any composition, or permit use of your name or your affiliation with us in connection with any of the foregoing. In the event of a violation of any of the provisions of this paragraph 14, we shall have the right, in our sole discretion, by giving you at least thirty (30) days' notice by registered or certified mail, to terminate this agreement. In the event of such termination no payments shall be due to you pursuant to paragraph 8 hereof.

15. No monies due or to become due to you shall be assignable, whether by way of assignment, sale or power granted to an attorney-in-fact, without our prior written consent. If any assignment of such monies is made by you without such prior written consent, no rights of any kind against us will be acquired by the assignee, purchaser or attorney-in-fact.

16. In the event that during the period (a) mail addressed to you at the last address furnished by you pursuant to paragraph 19 hereof shall be returned by the post office or (b) monies shall not have been earned by you pursuant to paragraph 6 hereof for a period of two consecutive years or more; or (c) you shall die, BMI shall have the right to terminate this agreement on at least thirty (30) days' notice by registered or certified mail addressed to the last address furnished by you pursuant to paragraph 19 hereof and, in the case of your death, to the representative of your estate, if known to BMI. In the event of such termination no payment shall be due you pursuant to paragraph 8 hereof.

17. You acknowledge that the rights obtained by you pursuant to this agreement constitute rights to payment of money and that during the period we shall hold absolute title to the performing rights granted to us hereunder. In the event that during the period you shall file a petition in bankruptcy, such a petition shall be filed against you, you shall make an assignment for the benefit of creditors, you shall consent to the appointment of a receiver or trustee for all or part of your property, or you shall institute or shall have instituted against you any other insolvency proceeding under the United States bankruptcy laws or any other applicable law, we shall retain title to the performing rights in all works for which clearance sheets shall have heretofore been submitted to us and shall subordinate your trustee in bankruptcy or receiver and any subsequent purchasers from them to your right to payment of money for said works in accordance with the terms and conditions of this agreement.

18. All disputes of any kind, nature or description whatsoever arising in connection with the terms and conditions of this agreement, or arising out of the performance thereof, or based upon an alleged breach thereof, shall be submitted to arbitration in the City, County and State of New York under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators to be selected as follows: Each of us shall by a written notice to the other have the right to appoint one arbitrator, provided, however, that if within ten (10) days following the giving of such notice by one of us the other shall not by written notice appoint another arbitrator the first arbitrator appointed shall be the sole arbitrator. If two arbitrators are so appointed, they shall thereupon appoint the third arbitrator, provided that if ten (10) days shall elapse after the appointment of the second arbitrator and the said two arbitrators are unable to agree upon the appointment of the third arbitrator then either of us may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on us and judgment may be, but need not be, entered thereon in any court having jurisdiction. Such award shall include the fixing of the cost of arbitration, which shall be borne by the unsuccessful party.

19. You agree to notify our Department of Performing Rights Administration promptly in writing of any change in your address. Any notice sent to you pursuant to the terms of this agreement shall be valid if addressed to you at the last address so furnished by you.

20. This agreement cannot be changed orally and shall be governed and construed pursuant to the laws of the State of New York.

21. This agreement, as of its effective date, cancels and supersedes the agreement between us dated.....

March 24, 1959.....and all modifications thereof (herein called the "Superseded Agreement"). All works embraced by the Superseded Agreement shall be deemed embraced by this agreement.

It is agreed that any part of the advances heretofore made to you pursuant to the Superseded Agreement which shall not have been recouped by performances of your works up to the effective date of this agreement shall be deemed to be an advance against all monies which may become payable to you pursuant to this agreement and any extensions, renewals or modifications thereof, or substitutions therefor.

Very truly yours,
BROADCAST MUSIC, INC.

By Sheldon J. [Signature]

ACCEPTED AND AGREED TO

[Signature]
Sylvester Stewart

7778 (21)

W. Legal Papers

SYLVESTER STEWART
1001 MANDRILL CANYON ROAD
LOS ANGELES, CALIFORNIA 90024

April 10, 1979

Ron Anton
Broadcast Music, Inc.
6255 Sunset Blvd.
Hollywood, Calif. 90028

Dear Ron,

Reference is made to that certain document titled IRREVOCABLE ASSIGNMENT TO KEN ROBERTS ENTERPRISES dated January 30, 1976. It is to be modified as follows: The successor in interest to Ken Roberts Enterprises is a Corporation named Majoken, Inc.

It is therefore acknowledged that All monies payable pursuant to the basic agreement and any extensions or modifications thereof or substitutions thereof, including the monies payable under the March 26, 1979 agreement, shall be payable to Majoken, Inc. as successor to Ken Roberts Enterprises, Inc. in accordance with the January 30, 1976 irrevocable assignment thereto.

Very truly yours,

AGREED AND ACCEPTED

AGREED AND ACCEPTED

[Signature]
KEN ROBERTS ENTERPRISES

[Signature]
SYLVESTER STEWART

AGREED AND ACCEPTED

AGREED AND ACCEPTED

[Signature]
MAJOKEN, INC

[Signature]
BROADCAST MUSIC, INC.

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES) ss:

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 and not a party to the within action; my business address is: **1925 Century Park East, #2320,**
6 **Los Angeles, California 90067**

7 On **May 12, 2010**, I served the foregoing document described as **FIRST AMENDED**
8 **CROSS-COMPLAINT** on all interested parties in this action by placing true copies thereof,
9 enclosed in sealed envelopes, and addressed as follows:

10 SEE SERVICE LIST ON NEXT PAGE

11
12 **BY MAIL.** I caused such envelopes to be deposited in the mail. I am "readily
13 familiar" with the firm's practice of collection and processing correspondence for mailing. Under
14 that practice it would be deposited with U.S. postal service on the same day with postage thereon,
15 fully prepaid, at Los Angeles, California in the ordinary course of business.

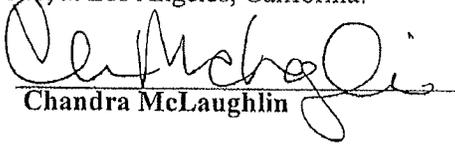
16 **BY OVERNIGHT DELIVERY SERVICE.** I served the foregoing document by
17 Federal Express, an express service carrier which provides overnight delivery, as follows. I
18 placed true copies of the foregoing document in sealed envelopes or packages designated by the
19 express service carrier, addressed to each interested party as set forth above, with fees for
20 overnight delivery paid or provided for.

21 **BY PERSONAL SERVICE,** I caused such envelope to be delivered by hand to the
22 above-named addressee(s).

23 **VIA ELECTRONIC MAIL AND FASCIMILE.** I caused such documents to be
24 delivered via electronic mail and facsimile to the Allan Law Group, P.C. at the email address and
25 facsimile number located on the Service List.

26 I declare under penalty of perjury under the laws of the State of California that the above
27 is true and correct.

28 Executed on this 12th day of **May, 2010**, at Los Angeles, California.


Chandra McLaughlin

SERVICE LIST

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Marc E. Mayer, Esq.
Mitchell Silberberg & Knupp LLP
11377 West Olympic Blvd.
Los Angeles, CA 90064
Fax: (310)312-3100

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Exhibit B to Registrant's Motion to Suspend Proceedings is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to the attorney for Petitioner, Rod Rummelsburg, Esq., Allan Law Group, P.C., 22917 Pacific Coast Highway, #350, Malibu, CA 90265, this 14th day of June, 2010.



Robert A. Becker