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Attorneys for Plaintiff E. TV Networks, Inc.

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Superior Court of California
County of Los Angeles

DEC 17 2015

Sherri R. Carter, Executive Officer/Clerk
By: Christopher Ruiz, Deputy

CASE MANAGEMENT CONFERENCE

APR 05 2016

8:30 am

Nancy Newmann Date

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

E. TV NETWORKS, INC., a Delaware corporation)
qualified to do business in the State of California,

Plaintiff,

vs.

IDRIS ABDUL WAHID, pka PEEDA PAN, an
individual; BRANDON ZEHRER, an individual;
BRANDON BALSZ, an individual; XAVIER DOTSON,
pka ZAYTOVEN, an individual; LELAND WAYNE,
pka METRO BOOMIN, an individual; SONNY COREY)
UWAEZUOKE, pka SONNY DIGITAL, an individual;
DJ HOLIDAY, an individual; BORN LEADERS)
ENTERTAINMENT, an Illinois corporation;
PARAMOUNT RECORDING STUDIOS, a California
corporation; ENCORE AMERICAN STUDIOS, a
California business, form unknown; GLO GANG, aka
GLO GANG MUSIC PUBLISHING LLC, a Delaware
limited liability company; HUF DISTRIBUTION
CORPORATION, a California corporation; and Does 1
through 10, inclusive,

Defendants.

CASE NO. **SC125148**
(UNLIMITED CIVIL CASE)

COMPLAINT FOR:

1. INDUCING BREACH OF CONTRACT;
2. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;
3. CIVIL CONSPIRACY;
4. CONVERSION;
5. ACCOUNTING; AND
6. INJUNCTIVE RELIEF.

Plaintiff E. TV Networks, Inc., alleges as follows:

COMMON ALLEGATIONS

1. Plaintiff E. TV Networks, Inc. (hereinafter sometimes referred to as "E. TV Networks") is and, at all times mentioned herein, was a Delaware corporation qualified to do

COPY

1 business in the State of California, with offices in the City of Beverly Hills, County of Los Angeles,
2 State of California.

3 2. E. TV Networks is informed and believes and based on such information and belief
4 alleges that Defendant Idris Abdul Wahid, professionally known as Peeda Pan, is and, at all times
5 mentioned herein, was an individual and personal manager of Keith Cozart, professionally known
6 as Chief Keef.

7 3. E. TV Networks is informed and believes and based on such information and belief
8 alleges that Defendant Brandon Zehrer is and, at all times mentioned herein, was an individual and
9 personal manager of Keith Cozart, professionally known as Chief Keef. E. TV Networks is also
10 informed and believes and based on such information and belief alleges that Defendant Brandon
11 Zehrer resides and, at all times mentioned herein, resided in Sherman Oaks, California.

12 4. E. TV Networks is informed and believes and based on such information and belief
13 alleges that Defendant Brandon Balsz is and, at all times mentioned herein, was an individual and
14 recording engineer.

15 5. E. TV Networks is informed and believes and based on such information and belief
16 alleges that Defendant Xavier Dotson, professionally known as Zaytoven, is and, at all times
17 mentioned herein, was an individual and record producer. E. TV Networks is also informed and
18 believes and based on such information and belief alleges that Defendant Xavier Dotson resides
19 and, at all times mentioned herein, resided in Atlanta, Georgia.

20 6. E. TV Networks is informed and believes and based on such information and belief
21 alleges that Defendant Leland Wayne, professionally known as Metro Boomin, is and, at all times
22 mentioned herein, was an individual and record producer. E. TV Networks is also informed and
23 believes and based on such information and belief alleges that Defendant Leland Wayne resides
24 and, at all times mentioned herein, resided in Atlanta, Georgia.

25 7. E. TV Networks is informed and believes and based on such information and belief
26 alleges that Defendant Sonny Corey Uwaezuoke, professionally known as Sonny Digital, is and,
27 at all times mentioned herein, was an individual and record producer. E. TV Networks is informed
28 and believes and based on such information and belief alleges that Defendant Sonny Corey

1 Uwaezuoke, professionally known as Sonny Digital, is and, at all times mentioned herein, was
2 associated in some way with Universal Music Publishing Group located in Santa Monica,
3 California.

4 8. E. TV Networks is informed and believes and based on such information and belief
5 alleges that Defendant DJ Holiday is and, at all times mentioned herein, was an individual and
6 record producer.

7 9. E. TV Networks is informed and believes and based on such information and belief
8 alleges that Defendant Born Leaders Entertainment is and, at all times mentioned herein, was an
9 Illinois corporation engaged in the business of concert and tour promotion.

10 10. E. TV Networks is informed and believes and based on such information and belief
11 alleges that Defendant Paramount Recording Studios is and, at all times mentioned herein, was a
12 California corporation with offices at 6245 Santa Monica Boulevard, Hollywood, California 90038.

13 11. E. TV Networks is informed and believes and based on such information and belief
14 alleges that Defendant Encore American Studios is and, at all times mentioned herein, was a
15 California business, form unknown, with offices in North Hollywood, California, and/or Burbank,
16 California, engaged in the recording industry.

17 12. E. TV Networks is informed and believes and based on such information and belief
18 alleges that Defendant Glo Gang, also known as Glo Gang Music Publishing, LLC, is and, at all
19 times mentioned herein, was a Delaware corporation engaged in the recording industry.

20 13. E. TV Networks is informed and believes and based on such information and belief
21 alleges that Defendant HUF Distribution Corporation is and, at all times mentioned herein, was
22 a California corporation with offices in Los Angeles, California, engaged in the business of
23 merchandising for the recording industry.

24 14. E. TV Networks does not presently know the names and capacities of the defendants
25 sued herein as Does 1 through 10, inclusive. E. TV Networks will seek leave of court to amend
26 this Complaint to allege said defendants' true names and capacities as soon as E. TV Networks
27 ascertains them. Each of the Doe defendants is responsible in some manner for the occurrences
28 herein alleged and for Plaintiff's damages.

1 15. E. TV Networks is informed and believes and thereon alleges that, at all times
2 herein alleged, each of the Defendants named in these claims was the agent, employee, partner, co-
3 venturer, and/or co-conspirator of each of the remaining Defendants, and, in doing the things herein
4 alleged, was acting within the course and scope of such agency, employment, partnership, venture,
5 and/or conspiracy, each with the permission, consent, or ratification of each of the other
6 Defendants.

7 16. On May 1, 2015, E. TV Networks and Keith Cozart, professionally known as Chief
8 Keef (hereinafter referred to as "Chief Keef"), entered into a written Artist And Record Company
9 Multiple Rights Agreement (hereinafter sometimes referred to as "the Agreement"), a true and
10 correct copy of which is attached hereto as Exhibit A and which is incorporated herein by this
11 reference. Pursuant to the Agreement, E. TV Networks engaged Chief Keef to render exclusive
12 "Entertainment Services" and Chief Keef accepted such engagement and agreed to render such
13 services exclusively in the "Territory" to E. TV Networks during the "Term" of the Agreement.
14 "Entertainment Services" was defined as the exclusive services of Chief Keef, including but not
15 limited to, recording, publishing, merchandise rights, and live performances. The "Term" of the
16 Agreement is two years, with options, and the "Territory" is the World. As set forth in Paragraph
17 32 on Page 17 of the Agreement, the Agreement was entered into in the State of California and is
18 governed by the laws of the State of California.

19 17. E. TV Networks did all, or substantially all, of the significant things the Agreement
20 required it to do, except for those it was excused from doing. E. TV Networks has performed all
21 conditions, covenants, and promises required on its part to be performed under the Agreement.

22 18. All conditions required by the Agreement for the performance of Chief Keef have
23 occurred or were excused.

24 19. Since May 2015, Chief Keef has breached the Agreement by arbitrarily and
25 capriciously recording, writing, selling merchandise, and performing outside of the Agreement.

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27 //

28 //

**FIRST CAUSE OF ACTION
FOR INDUCING BREACH OF CONTRACT
BY E. TV NETWORKS AGAINST ALL DEFENDANTS**

20. E. TV Networks incorporates by this reference each and all of the allegations contained in Paragraphs 1 through 19 above, as fully as though set forth at length herein.

21. Defendants, and each of them, knew of the Agreement, and knew that the Agreement was and is a valid written contract between E. TV Networks and Chief Keef.

22. Despite their knowledge of the Agreement, after May 1, 2015, Defendants, and each of them, intentionally acted to induce a breach of the contract as follows:

a. Defendants Xavier Dotson, Leland Wayne, and Sonny Corey Uwaezuoke, and each of them, produced recordings embodying the performances of Chief Keef outside of the Agreement;

b. Defendant DJ Holiday assisted in mixing and in the release of "Finally Rollin 2", a recording embodying a performance by Chief Keef and including 19 compositions by Chief Keef;

c. Defendant Brandon Balsz rendered services as a recording engineer for various Chief Keef recordings outside of the Agreement;

d. Defendants Idris Abdul Wahid and Brandon Zehrer, and each of them, rendered personal management services to Chief Keef in regard to performances and recordings done outside of the Agreement;

e. Defendants Paramount Recording Studios and Encore American Studios, and each of them, recorded Chief Keef compositions and performances done outside of the Agreement;

f. Defendant Born Leaders Entertainment booked live performances and tours of Chief Keef done outside of the Agreement;

g. Defendant Glo Gang released and distributed "Finally Rollin 2" and "Nobody Part 2", recordings by Chief Keef done outside of the Agreement, and distributed Chief Keef merchandise outside of the Agreement; and

1 h. Defendant HUF Distribution Corporation assisted Chief Keef in the
2 distribution of Chief Keef merchandise outside of the Agreement.

3 23. The above-described intentional acts by Defendants, and each of them, were
4 conceived and designed by Defendants, and each of them, to induce Chief Keef to breach the
5 Agreement.

6 24. As a proximate result of the intentional acts by Defendants, and each of them, as
7 alleged above, Chief Keef breached the Agreement as set forth above in Paragraph 19 above by
8 arbitrarily and capriciously recording, writing, selling merchandise, and performing outside of the
9 Agreement.

10 25. As a proximate result of the intentional acts by Defendants, and each of them, as
11 alleged above, Plaintiff E. TV Networks has been damaged in that it has lost income, revenue,
12 royalties, and fees that it would have received for the Chief Keef recordings, merchandise, and
13 performances under the Agreement, all to Plaintiff's damage in an amount of not less than
14 \$1,000,000.00.

15 26. In intentionally inducing Chief Keef to breach the Agreement as alleged above,
16 Defendants, and each of them, acted with oppression, fraud, and malice. The conduct of
17 Defendants, and each of them, as alleged above was willful, intentional, malicious, and despicable,
18 done with intent to harm and damage E. TV Networks and with conscious disregard of the rights
19 of E. TV Networks under the Agreement. Said conduct justifies the awarding of punitive damages.

20
21 **SECOND CAUSE OF ACTION**

22 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

23 **BY E. TV NETWORKS AGAINST ALL DEFENDANTS**

24 27. E. TV Networks incorporates by this reference each and all of the allegations
25 contained in Paragraphs 1 through 18 above, as fully as though set forth at length herein.

26 28. Defendants, and each of them, knew of the Agreement, and knew that the
27 Agreement was and is a valid written contract between E. TV Networks and Chief Keef.

28 29. Despite their knowledge of the Agreement, after May 1, 2015, Defendants, and each

1 of them, intentionally acted to induce a disruption of the Agreement and the contractual relations
2 between E. TV Networks and Chief Keef as follows:

3 a. Defendants Xavier Dotson, Leland Wayne, and Sonny Corey Uwaezuoke,
4 and each of them, produced recordings embodying performances of Chief Keef outside of the
5 Agreement;

6 b. Defendant DJ Holiday assisted in mixing and in the release of "Finally
7 Rollin 2", a recording embodying a performance by Chief Keef and including 19 compositions by
8 Chief Keef;

9 c. Defendant Brandon Balsz rendered services as a recording engineer for
10 various Chief Keef recordings outside of the Agreement;

11 d. Defendants Idris Abdul Wahid and Brandon Zehrer, and each of them,
12 rendered personal management services to Chief Keef in regard to performances and recordings
13 done outside of the Agreement;

14 e. Defendants Paramount Recording Studios and Encore American Studios,
15 and each of them, recorded Chief Keef compositions and performances done outside of the
16 Agreement;

17 f. Defendant Born Leaders Entertainment booked live performances and tours
18 by Chief Keef done outside of the Agreement;

19 g. Defendant Glo Gang released and distributed "Finally Rollin 2" and
20 "Nobody Part 2", recordings by Chief Keef done outside of the Agreement, and distributed Chief
21 Keef merchandise outside of the Agreement; and

22 h. Defendant HUF Distribution Corporation assisted Chief Keef in the
23 distribution of Chief Keef merchandise outside of the Agreement.

24 30. The above-described intentional acts by Defendants, and each of them, were
25 conceived and designed by Defendants, and each of them, to disrupt the contractual relations
26 between E. TV Networks and Chief Keef as set forth in the Agreement.

27 31. As a proximate result of the intentional acts by Defendants, and each of them, as
28 alleged above, the contractual relations between E. TV Networks and Chief Keef under the

1 Agreement have been disrupted and Chief Keef has arbitrarily and capriciously recorded, written,
2 sold merchandise, and performed outside of the Agreement.

3 32. As a proximate result of the intentional acts by Defendants, and each of them, as
4 alleged above, Plaintiff E. TV Networks has been damaged in that it has lost income, revenue,
5 royalties, and fees that it would have received for the Chief Keef recordings, merchandise, and
6 performances under the Agreement, all to Plaintiff's damage in an amount of not less than
7 \$1,000,000.00.

8 33. In intentionally inducing a disruption of the contractual relations between E. TV
9 Networks and Chief Keef as alleged above, Defendants, and each of them, acted with oppression,
10 fraud, and malice. The conduct of Defendants, and each of them, as alleged above was willful,
11 intentional, malicious, and despicable, done with intent to harm and damage E. TV Networks and
12 with conscious disregard of the rights of E. TV Networks under the Agreement. Said conduct
13 justifies the awarding of punitive damages.

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15 **THIRD CAUSE OF ACTION**
16 **FOR CIVIL CONSPIRACY**

17 **BY E. TV NETWORKS AGAINST ALL DEFENDANTS**

18 34. E. TV Networks incorporates by this reference each and all of the allegations
19 contained in Paragraphs 1 through 33 above, as fully as though set forth at length herein.

20 35. After May 1, 2015, Defendants, and each of them, agreed and plotted to induce
21 Chief Keef to breach the Agreement and/or disrupt the contractual relations between E. TV
22 Networks and Chief Keef as set forth in the Agreement.

23 36. After May 1, 2015, Defendants, and each of them, did the following acts in
24 furtherance of the above-described agreement and conspiracy:

25 a. Defendants Xavier Dotson, Leland Wayne, and Sonny Corey Uwaezuoke,
26 and each of them, produced recordings embodying the performances of Chief Keef outside of the
27 Agreement;

28 b. Defendant DJ Holiday assisted in mixing and in the release of "Finally

1 Rollin 2", a recording embodying a performance by Chief Keef and including 19 compositions by
2 Chief Keef;

3 c. Defendant Brandon Balsz rendered services as a recording engineer for
4 various Chief Keef recordings outside of the Agreement;

5 d. Defendants Idris Abdul Wahid and Brandon Zehrer, and each of them,
6 rendered personal management services to Chief Keef in regard to performances and recordings
7 done outside of the Agreement;

8 e. Defendants Paramount Recording Studios and Encore American Studios,
9 and each of them, recorded Chief Keef compositions and performances done outside of the
10 Agreement;

11 f. Defendant Born Leaders Entertainment booked live performances and tours
12 by Chief Keef done outside of the Agreement;

13 g. Defendant Glo Gang released and distributed "Finally Rollin 2" and
14 "Nobody Part 2", recordings by Chief Keef done outside of the Agreement, and distributed Chief
15 Keef merchandise outside of the Agreement; and

16 h. Defendant HUF Distribution Corporation assisted Chief Keef in the
17 distribution of Chief Keef merchandise outside of the Agreement.

18 37. As a proximate result of the conspiracy by, between, and among Defendants, and
19 each of them, as alleged above, and of the acts by Defendants done in furtherance of the conspiracy,
20 Plaintiff E. TV Networks has been damaged in that it has lost income, revenue, royalties, and fees
21 that it would have received for the Chief Keef recordings, merchandise, and performances under
22 the Agreement, all to Plaintiff's damage in an amount of not less than \$1,000,000.00.

23 38. In forming the conspiracy as alleged above and in performing the acts in furtherance
24 of the conspiracy as alleged above, Defendants, and each of them, acted with oppression, fraud, and
25 malice. The conduct of Defendants, and each of them, as alleged above was willful, intentional,
26 malicious, and despicable, done with intent to harm and damage E. TV Networks and with
27 conscious disregard of the rights of E. TV Networks under the Agreement. Said conduct justifies
28 the awarding of punitive damages.

FOURTH CAUSE OF ACTION

FOR CONVERSION

(SPECIFIC IDENTIFIABLE SUM OF MONEY)

BY E. TV NETWORKS AGAINST DEFENDANTS

39. E. TV Networks incorporates by this reference each and all of the allegations contained in Paragraphs 1 through 39 above, as fully as though set forth at length herein.

40. On and after May 1, 2015, E. TV Networks had a right to possess the income, revenue, royalties, and fees arising from and derived from the recordings, writing, merchandise, and performances of Chief Keef.

41. Defendants, and each of them, intentionally and substantially interfered with the property of E. TV Networks, the specific identifiable income, revenue, royalties, and fees arising from and derived from the recordings, writing, merchandise, and performances of Chief Keef, by taking and misappropriating said income, revenue, royalties, and fees.

42. E. TV Networks did not consent to the interference by Defendants with the property of E. TV Networks, the specific identifiable income, revenue, royalties, and fees arising from and derived from the recordings, writing, merchandise, and performances of Chief Keef.

43. As a proximate result of the conversion by Defendants, and each of them, as alleged above, Plaintiff E. TV Networks has been damaged in that it has lost income, revenue, royalties, and fees that it would have received for the Chief Keef recordings, writing, merchandise, and performances under the Agreement, all to Plaintiff's damage in an amount of not less than \$1,000,000.00.

44. In converting and misappropriating the property of E. TV Networks as alleged above, Defendants, and each of them, acted with oppression, fraud, and malice. The conduct of Defendants, and each of them, as alleged above was willful, intentional, malicious, and despicable, done with intent to harm and damage E. TV Networks and with conscious disregard of the rights of E. TV Networks under the Agreement. Said conduct justifies the awarding of punitive damages.

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FIFTH CAUSE OF ACTION

FOR ACCOUNTING

BY E. TV NETWORKS AGAINST ALL DEFENDANTS

45. E. TV Networks incorporates by this reference each and all of the allegations contained in Paragraphs 1 through 44 above, as fully as though set forth at length herein.

46. As a result of Defendants' wrongful conduct as alleged above, Defendants, and each of them, have received income, revenue, royalties, and fees arising from and derived from the recordings, writing, merchandise, and performances of Chief Keef rightfully belonging to E. TV Networks under the Agreement.

47. Defendants, and each of them, owe the income, revenue, royalties, and fees arising from and derived from the recordings, writing, merchandise, and performances of Chief Keef they have received after May 1, 2015, to E. TV Networks. An accounting of the income, revenue, royalties, and fees arising from and flowing from the recordings, merchandise, and performances of Chief Keef received by Defendants based on Chief Keef's services after May 1, 2015, is necessary to determine the exact sum owing from Defendants, and each of them, to E. TV Networks.

48. E. TV Networks, therefore, requests that Defendants, and each of them, be required to make and submit a true and correct accounting of all monies arising from and derived from the recordings, writing, merchandise, and performances of Chief Keef which Defendants have received after May 1, 2015.

SIXTH CAUSE OF ACTION

FOR INJUNCTIVE RELIEF

BY E. TV NETWORKS AGAINST ALL DEFENDANTS

49. E. TV Networks incorporates by this reference each and all of the allegations contained in Paragraphs 1 through 48 above, as fully as though set forth at length herein.

50. E. TV Networks has complied with *Civil Code* section 3423 by paying the minimum compensation as defined by *Civil Code* section 3423 to Chief Keef.

1 51. E. TV Networks requests injunctive relief against Defendants, and each of them, to
2 enjoin Defendants, and each of them, from:

- 3 a. Inducing Chief Keef to breach the Agreement;
- 4 b. Interfering with the contractual relations between E. TV Networks and
5 Chief Keef;
- 6 c. Misappropriating and converting income, revenue, royalties, and fees
7 arising from and derived from the recordings, writing, merchandise, and
8 performances of Chief Keef based upon the services of Chief Keef after
9 May 1, 2015, which are owing to Plaintiff under and pursuant to the
10 Agreement;
- 11 d. Conspiring with one another to induce Chief Keef to breach the Agreement
12 and/or to interfere with the contractual relations between E. TV Networks
13 and Chief Keef;
- 14 e. Recording, producing, or distributing any recordings embodying the
15 performances of Chief Keef, including but not limited to "Finally Rollin 2"
16 and "Nobody Part 2";
- 17 f. Assisting Chief Keef in any way to breach the Agreement; and
- 18 g. Receiving any sums arising from and derived from the recordings,
19 merchandise, and performances of Chief Keef which E. TV Networks is
20 entitled to under the Agreement.

21 52. The legal remedies of E. TV Networks are inadequate, and E. TV Networks will
22 suffer irreparable harm in that, without injunctive relief, Defendants' wrongful acts as alleged
23 above will continue unabated, and E. TV Networks will continue to incur damages from the loss
24 of income, revenue, royalties, and fees rightfully belonging to E. TV Networks under and pursuant
25 to the Agreement.

26 53. Pursuant to the equitable powers of the Court, E. TV Networks requests that
27 Defendants, and each of them, be preliminarily and permanently enjoined from:

- 28 a. Inducing Chief Keef to breach the Agreement;

- b. Interfering with the contractual relations between E. TV Networks and Chief Keef;
- c. Misappropriating and converting income, revenue, royalties, and fees arising from and derived from the recordings, writing, merchandise, and performances of Chief Keef based upon the services of Chief Keef after May 1, 2015, which are owing to Plaintiff under and pursuant to the Agreement;
- d. Conspiring with one another to induce Chief Keef to breach the Agreement and/or to interfere with the contractual relations between E. TV Networks and Chief Keef;
- e. Recording, producing, or distributing any recordings embodying the performances of Chief Keef, including but not limited to "Finally Rollin 2" and "Nobody Part 2";
- f. Assisting Chief Keef in any way to breach the Agreement; and
- g. Receiving any sums arising from and derived from the recordings, merchandise, and performances of Chief Keef which E. TV Networks is entitled to under the Agreement.

WHEREFORE, Plaintiff E. TV Networks prays judgment against Defendants, and each of them, as follows:

ON THE FIRST CAUSE OF ACTION FOR INDUCING BREACH OF CONTRACT:

1. For compensatory damages according to proof but in no case less than \$1,000,000.00;
2. For punitive damages according to proof in an amount to be determined by this Court and sufficient to punish Defendants, and each of them;

ON THE SECOND CAUSE OF ACTION FOR INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS:

3. For compensatory damages according to proof but in no case less than

1 \$1,000,000.00;

- 2 4. For punitive damages according to proof in an amount to be determined by this
3 Court and sufficient to punish Defendants, and each of them;

4 ON THE THIRD CAUSE OF ACTION FOR CIVIL CONSPIRACY:

- 5 5. For compensatory damages according to proof but in no case less than
6 \$1,000,000.00;
7 6. For punitive damages according to proof in an amount to be determined by this
8 Court and sufficient to punish Defendants, and each of them;

9 ON THE FOURTH CAUSE OF ACTION FOR CONVERSION:

- 10 7. For compensatory damages according to proof but in no case less than
11 \$1,000,000.00;
12 8. For punitive damages according to proof in an amount to be determined by this
13 Court and sufficient to punish Defendants, and each of them;

14 ON THE FIFTH CAUSE OF ACTION FOR ACCOUNTING:

- 15 9. For an Order requiring Defendants, and each of them, to make and submit a true
16 and correct accounting of all monies arising from and flowing from the recordings,
17 merchandise, and performances of Chief Keef which they have received on and
18 after May 1, 2015;

19 ON THE SIXTH CAUSE OF ACTION FOR INJUNCTIVE RELIEF:

- 20 10. For a preliminary and permanent injunction enjoining Defendants, and each of
21 them, from:
22 a. Inducing Chief Keef to breach the Agreement;
23 b. Interfering with the contractual relations between E. TV Networks and
24 Chief Keef;
25 c. Misappropriating and converting income, revenue, royalties, and fees
26 arising from and derived from the recordings, writing, merchandise, and
27 performances of Chief Keef based upon the services of Chief Keef after
28 May 1, 2015, which are owing to Plaintiff under and pursuant to the

1 Agreement;

2 d. Conspiring with one another to induce Chief Keef to breach the Agreement
3 and/or to interfere with the contractual relations between E. TV Networks
4 and Chief Keef;

5 e. Recording, producing, or distributing any recordings embodying the
6 performances of Chief Keef, including but not limited to "Finally Rollin 2"
7 and "Nobody Part 2";

8 f. Assisting Chief Keef in any way to breach the Agreement; and

9 g. Receiving any sums arising from and derived from the recordings,
10 merchandise, and performances of Chief Keef which E. TV Networks is
11 entitled to under the Agreement.

12 ON ALL CAUSES OF ACTION:

13 11. For costs of suit incurred herein; and

14 12. For such other and further relief as the Court deems just and proper.
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17 Dated: December 17, 2015

LAW OFFICES OF BARRY K. ROTHMAN

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20 By 

Barry K. Rothman, Esq.

Attorney For Plaintiff E. TV Networks, Inc.
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EXHIBIT A

ARTIST AND RECORD COMPANY MULTIPLE RIGHTS AGREEMENT

The following shall constitute an agreement ("Agreement") dated this 1ST day of MAY, 2015 by and between E. TV Networks, Inc. ("Company") and M&B Global Solutions for the services of Keith Cozart p/k/a Chief Keef ("Artist") with respect to Artist exclusively rendering Artist's entertainment services ("Entertainment Services") for Company, during the term ("Term") of this Agreement.

1. **ENGAGEMENT:** Company hereby engages Artist to render such exclusive Entertainment Services and Artist hereby accepts such engagement and agrees to render such services exclusively in the Territory, to Company during the Term of this Agreement.

2. **TERM AND OPTIONS:** The term of this Agreement shall commence as of the date hereof and shall continue for two (2) years ("Initial Period"). Artist hereby irrevocably grants to Company the option to extend this Agreement upon the same terms and conditions of the Initial Period for five (5) further consecutive renewal periods of one (1) year each ("Option Periods") (the Initial Period or Option Period may be referred to generally as a "Contract Period"). Each Option Period shall be exercised automatically, unless Company gives written notice to Artist within thirty (30) days prior to the date that the Contract Period would otherwise expire, that Company does not intend on exercising its right to extend this Agreement under the respective Option. Company agrees to release worldwide ("the Territory") one (1) LP Album recorded by Artist hereunder for sale ("Release") during each year of the Contract Period ("Release Deadline"). If the end of the Release Deadline occurs between October and December 31, then the Release Deadline for the Territory shall be extended to the end of March of the following year. Company will release Audio Products for sale in Digital Format.

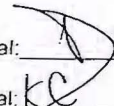
3. **SERVICES:** Company is hereby engaged to provide various services within the furtherance of Artist's career in the music industry as set forth in this Agreement.

RECORDING SERVICES

4. **RECORDING REQUIREMENTS:** During the Initial Period and each year of any subsequent Option Periods, Artist agrees to produce one (1) long playing album formatted master recording comprised of no less than ten (10) Masters for a total of ten (10) recorded songs, embodying Compositions not heretofore recorded by Artist ("Album") and consistent with the style and manner of the masters previously recorded by Artist. The first album produced by Artist and to be delivered to Company concurrently upon execution of this Agreement is entitled "Bang 3", which has been previously approved as technically and commercially satisfactory by Company.

5. RECORD PRODUCTION AND EXPENSES:

a. Prior to the beginning of any recording session ("Recording Session") Artist and Company shall consult regarding the elements and process necessary to record Masters during a Contract Period. Artist and Company shall consult regarding the

Company Initial: 

Artist Initial: KE



Compositions to be recorded, the producers and studio to be used for the Recording Sessions, the amount of money to be spent on recording the Masters and the dates and times to record the Masters ("Pre-Production Process"). Company shall have the right and opportunity to have a representative attend each Recording Session and each Master shall be subject to Company's approval as technically and commercially satisfactory for the sale of Audio Products. The time for completion of the Pre-Production Process and Recording Sessions for any Masters recorded hereunder ("Album Recording Process") shall be by mutual agreement. Artist agree to use its best efforts to complete the Album Recording Process, under this Agreement in a consecutive three (3) month period the beginning of which shall be mutually agreed by the parties and subject to Artist's touring schedule. For purposes of clarification, the Album Recording Process shall consist of the process of recording master quality recordings for mixing, master and release on Audio Products and shall not consist of the process writing compositions or recording demo quality recordings. The decisions regarding all matters under this paragraph 5 shall be by mutual agreement, however in the event of a disagreement, the decision of Company shall control. Artist shall be solely responsible for the payment of all recording costs, including any monies payable to the producer of Master Recordings hereunder.


b. All royalty rates in this Agreement are "all-in" rates, which is to say that they include all royalties due to Artist as well as any other artist, producer, engineer, or other third parties of any kind. If Company accepts a letter of direction from Artist regarding the services of any person or company providing production services for Artist on the Masters whereby the person is to receive a royalty, any such payment shall be deducted from Artist's royalty payable hereunder.


c. Advance:

i. Company agrees to pay to Artist concurrently upon the execution of this Agreement a fully recoupable advance of two hundred thousand dollars (\$200,000.00). If and when the initial two hundred thousand dollar (\$200,000.00) advance is fully recouped by Company, Company agrees during the Contract Period to pay to Artist up to three (3) additional Recoupable Advances of one hundred thousand dollars (\$100,000.00) each, with the understanding that each one hundred thousand dollar (\$100,000.00) recoupable advance shall be paid not later than thirty (30) days after all prior advances have been fully recouped by Company.

6. **ARTWORK:** Company shall be the owner of the copyright in all artwork created for and incorporated into packaging of Artist's Audio Products ("Artwork") released pursuant to this Agreement. Company agrees to consult with Artist in connection with the preparation of the Artwork. Artist shall have approval over the Artwork. However, in the event of a dispute, the decision of Company shall control.

7. **VIDEO RIGHTS:** During the term hereof, Company shall have the exclusive worldwide right to manufacture and distribute audiovisual programs ("Videos") for commercial and/or promotional purposes including any commercial sale or other exploitation of so-called "long form" Videos or authorize others to do so. All recording and production costs directly or indirectly incurred in connection with the creation of Videos shall be considered a recoupable advance to Artist. During the Contract period Company shall produce not less than four (4) videos for each album delivered by Artist and accepted by Company hereunder. Notwithstanding anything to the contrary in the

Company Initial: 

Artist Initial: 



immediately preceding sentence in respect to the First Album hereunder to be delivered by Artist entitled "Bang 3", company shall produce two (2) videos, and pay for production costs of each video of not more than ten thousand dollars (\$10,000.00) each. Company at its sole discretion shall have an option to produce a third video, to be exercised by written notice to Artist, at anytime during the initial period to be produced at a cost to be determined by Company, and as well in respect to the first album hereunder Artist shall deliver to Company, at no cost to Company, a video featuring "ASAP Rocky" performing the musical composition "Supeheros", which musical composition is embodied on "Bang 3", the first album hereunder. The selection of the musical compositions which shall be produced for a video shall be mutually approved by Artist and Company.


Artist grants Company a synchronization license for the right to use any Controlled Composition in a Video and waives the right to be paid a separate synchronization fee for the use of the Controlled Composition embodied in a Video or any mechanical license for the distribution and sale of the Video.

8. MASTER & VIDEO OWNERSHIP: All Masters and Videos as described herein, recorded and/or submitted during the Term; together with the performances embodied therein, shall, from the inception of their creation, be entirely the property of Company in perpetuity, throughout the Territory, free of any claim whatsoever by Artist or by any persons deriving any rights or interests from Artist. For the purposes hereof, all such Masters and Videos shall be works made for hire under the United States Copyright Law. In the event such works are deemed not to be works made for hire, then pursuant to this Agreement Artist hereby transfers Artist's rights to the copyrights in the Masters, Videos to Company. Artist agrees to execute any documents to fulfill the transfer of copyright to the Masters and Videos upon request by Company. Company shall have the right to secure registration of the copyright in and to the Masters and Videos in Company's name as the owner and author thereof and to secure any and all renewals of such copyright. Nevertheless, Artist shall, upon Company's request, execute and deliver to Company any assignments of copyright (including renewals and extensions thereof) in and to such Masters, and Videos as Company may deem necessary. Company (and its Licensees) shall have the sole and exclusive right to use the Masters and Videos throughout the Territory or any part thereof in any manner it sees fit, including, without limitation, the sole and exclusive right in perpetuity and throughout the Territory:

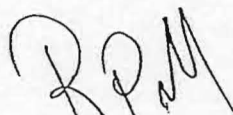
a. To manufacture, advertise, sell, distribute, lease, license, or otherwise use or dispose of the Masters, Videos and Audio Products embodying the songs, in any or all fields of use, including Digital Transmissions, by any method now or hereafter known, upon such terms and conditions as Company may elect or, in its sole discretion, refrain therefrom;

b. To release derivatives of any one or more of the Masters on any medium or device now or hereafter known, under any name, trademark or label which Company and its Licensees may from time to time elect.

Notwithstanding anything to the contrary contained herein it is hereby agreed by and between Artist and Company that at the time this Agreement shall terminate, Artist and Company shall negotiate in good faith as to the possible reversion of ownership of the Masters and Videos produced hereunder during the option period from Company to Artist. It is specifically understood that Company shall not be obligated to revert the ownership of the Masters and Videos from Company to Artist at any time, however at the

Company Initial: 

Artist Initial: 



termination of the Agreement Company shall be obligated to enter into good faith negotiations to do so.

9. DISTRIBUTION:

a. In the event the terms of this Agreement is in conflict with Company's distribution agreements ("Distribution Agreement") with its Distributors of Audio Products, the Distribution Agreements terms shall control only as to those terms inconsistent and in conflict with the terms of this Agreement. However in no event shall the terms of the Distribution Agreements affect Artist's Royalty on Audio Products..

b. Artist may purchase from Company's physical configurations of Audio Products hereunder to sell at its Live Performances for an amount equal to Company's top line wholesale price paid by retail stores to Company or its distributors. Payment by Artist for physical configurations shall not, be considered royalty-bearing units under this Agreement and Artist shall only be entitled to retain the money Artist receives from its direct sales of the units. Such sales to Artist, however, shall be considered part of Gross Receipts for all other purposes under this Agreement. Company shall be responsible for payment of all mechanical royalties and manufacturing costs associated with the physical configuration purchased by Artist. Artist shall be restricted to selling the physical configurations of Audio Products purchased from Company, in a direct person-to-person sale such as at Artist's Live Performances or to Artist's friends or family and may not sell them in any other retail manner such as through retail stores, online stores, through Artist's or other websites, etc. Artist may not sell any other configuration of Audio Product from Masters created under this Agreement.

10. SIDE ARTIST: Artist shall not be prohibited from performing as a so-called "featured artist" for third parties. In connection with any such recording for anyone other than Company, the following conditions shall apply:

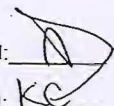
a. Artist's name and likeness shall not appear on the front cover of any such recording;

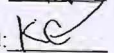
b. Artist's name shall not appear in larger size type than any other side artist on any liner or inserts;

c. Artist shall not record on more than 2 recordings during the Initial Term or any Option Period without Company's written consent.

d. Artist shall not render a solo performance without the prior written consent of Company, and Company shall receive a courtesy credit which states that Artist appears courtesy of Company; and

11. MECHANICAL LICENSE: All musical compositions or material recorded pursuant to this Agreement, which are written or composed, in whole or in part, or owned or controlled directly or indirectly by Artist or any producer of Masters subject thereto (herein "Controlled Compositions") appearing on the Masters and released on Audio Products hereunder, shall be and are hereby perpetually licensed to Company for the Territory for Controlled Compositions appearing on Audio Products released by Company. Company shall be responsible for paying any mechanical royalties owed to third parties for a composition ("Composition"), including co-authors of co-written

Company Initial: 

Artist Initial: 



Controlled Compositions, and such mechanical royalty payment shall be considered a recoupable advance. Artist agrees not to record any Controlled Composition or Composition recorded and delivered to Company hereunder earlier than five (5) years from the date of termination of this Agreement.

PUBLISHING

12. GRANT OF PUBLISHING RIGHTS:

a. Subject to those requirements and/or restrictions set forth herein, Artist hereby retains one hundred percent (100%) share of Artist's copyright interest in all songs written or co-written and recorded by Artist during the Term of this Agreement, (collectively referred to below as "Controlled Compositions") and Company shall have the exclusive rights to administration of artist's interest in the Controlled Compositions for the life of copyright in each instance in the Territory.

b. Company and Company's foreign subsidiaries, affiliates and licensees have the fullest possible exclusive rights to administer and exploit the Controlled Compositions, to print, publish, sell, dramatize, use and license any and all uses of the Controlled Compositions, to execute in its own name any and all licenses and agreements whatsoever affecting the Controlled Compositions, including but not limited to licenses for mechanical reproduction, public performance, dramatic uses, synchronization uses and subpublication, and to assign or license such rights to others, to utilize Artist's name and likeness in connection therewith and to execute copyright registration applications (and other routine copyright documents) in Artist's names and on Artist's behalf as attorney-in-fact (which appointment is coupled with an interest and is therefore irrevocable).

13. COLLECTION OF PERFORMANCE ROYALTIES: Small performing rights in the Controlled Compositions, to the extent permitted by law, shall be assigned to and licensed by the performing rights society to which Artist belong. Said society shall be and is hereby authorized to collect and receive all monies earned from the public performance of the Controlled Compositions and shall be and is hereby directed to pay directly to Artist one hundred percent (100%) of the publisher's share of public performance fees for the Controlled Compositions. Artist shall be paid one hundred percent (100%) of the writer's share payable by its affiliated performance rights society and Company shall not be entitled to any income therefrom.

14. LICENSING AND COLLECTION OF MECHANICAL ROYALTIES: Mechanical royalties for the Controlled Compositions for the United States and Canada may be collected by The Harry Fox Agency, Inc. or any other collection agent which may be designated. If any mechanical licenses are issued directly by Company, it shall do so at the then current statutory rate (with such reduced rates for special types of sales or distribution for which Company customarily grants reduced rates to nonaffiliated record companies).

15. SUBPUBLISHING AGREEMENTS: Company may enter into subpublishing or collection agreements with, and license or assign this Agreement and any of its rights

Company Initial: AD

Artist Initial: KE

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hereunder and delegate any of its obligations hereunder to, any persons, firms or corporations in the Territory.

NAME AND LIKENESS LICENSING

16. MERCHANDISE RIGHTS AND SERVICES :

a. Artist grants Company, throughout the World, the exclusive right during the Term hereof, to exploit and reproduce and authorize others to exploit and reproduce Artist's Name and Likeness in any manner and in any medium, now known or unknown including, without limitation, in connection with the manufacture, distribution or sale of reproductions of Artist's Name and Likeness on any and all products such as, but not limited to, t-shirts, posters, buttons and pins, etc. ("Merchandise"). Any license or other agreement entered into by Company during the Term hereof for the exploitation of the Merchandise ~~may be effective after the end of the Term hereof but shall be non-exclusive thereafter and only as to the Merchandise created during the Term of this Agreement and shall not restrict Artist's future right to create and market Merchandise after the expiration or termination of this Agreement.~~ Company shall have the right to commercially exploit Merchandise created from any elements incorporated into Album Artwork such as photographs, cover art or other graphic designs created and owned by Company that is incorporated into the Audio Products distributed and sold hereunder or used by Company in marketing or promotion materials previously approved by Artist without any additional approval by Artist. In respect to any Merchandise design created and sold during the Term containing the Artwork, Company shall have the non-exclusive right thereafter to continue to manufacture and sell Merchandise incorporating the Artwork and account to and pay Artist a royalty as set forth in this Agreement.

b. Company shall have the exclusive right during the Term of the Agreement and to seek out and make non-exclusive licenses related for the use of Artist's Name and Likeness in all areas including but not limited to branding, sponsorships, endorsements, etc ("Specialty License"). No license under this paragraph shall be made without Artist's ~~express written permission. In the event Company is offered any Specialty License opportunity for the use of the Name and Likeness of Artist by a particular person or company and Artist chooses not to accept the opportunity offered, Artist shall not enter into any agreement, written or otherwise, with the person or company offering the proposed Specialty Licensee, or any of its subsidiaries or affiliates for one (1) year after the termination of this Agreement.~~

LIVE PERFORMANCES

17. TOUR EXPENSES:

a. Company is not obligated, but may from time to time, upon written request of Artist, pay Artist a sum of money to assist in paying for Artist's expenses related to travel, lodging, meals, etc. in relation to a specific live performance or series of performances ("Tour") ("Tour Expense"). Company shall be entitled to the percentage of Net Performance Receipt set forth in paragraph 19. In addition to the Net Performance

Company Initial:

Artist Initial:

RPM

Receipts to be paid to Company, any Tour Expenses paid to Artist, or on Artist's behalf, shall first be repaid to Company from the Gross Receipts collected from the respective performance or Tour, after which Company shall pay Artist, Artist's share of Net Performance Receipts as set forth in paragraph 19 of this Agreement. In the event the Tour Expenses are not recouped from the Gross Receipts collected by Company or by Artist associated with a specific Live Performance or Tour, Company shall have the right to collect the outstanding Tour Expenses and retain its percentage of Net Performance Receipt from any Gross Receipts derived from subsequent Live Performances or Tours of Artist, until such time as its Tour Expenses are paid back, even if Company does not provide Tour Expenses for the subsequent Live Performances or Tours. Notwithstanding the foregoing, If Company recoups the Tour Expenses expended at any time during any particular Tour for which Company is providing Tour Expenses, Company shall collect Company's share of Net Performance Receipts for the remaining Live Performances associated with the particular Tour.

b. Artist represents it will cooperate with publicity and promotional efforts of the Company to support sales of Audio Products by appearing or performing from time to time as requested by Company. After the completion of, but prior to the release of any Album under this Agreement, Artist and Company shall consult regarding the support of the release of the Album through Live Performances and appearances by the Artist. Artist shall cooperate with Company to plan a series of Live Performances and appearances during each Contract Period ("Album Support Period"). Artist shall cooperate and use its best efforts to book, or authorize its booking agent, Artist's manager, to book sufficient Live Performances during the Album Support Period and by agreeing to appear at those Live Performances booked during the Album Support Period.

GENERAL PROVISIONS

18. COLLECTION OF INCOME: During the Term of this Agreement and in perpetuity thereafter, unless specifically set forth otherwise, Company shall receive and collect :

a. all Gross Receipts derived from advances, royalties or fees or income derived from the sales or licenses of the Masters recorded hereunder including but not limited to sales of Audio Products;

b. except for collection and distribution of the performance royalties as set forth in this Agreement, all Gross Receipts derived from advances, royalties or fees paid to Artist for publishing income derived from the exploitations and licenses of the Controlled Compositions;

c. all Gross Receipts derived from advances, royalties or fees payable for sales of Merchandise derived from the exploitations and licenses of Merchandising Rights or Special Licenses issued by Company;

d. all Gross Receipts derived from advances, royalties or fees paid for the Live Performances by Artist pursuant to the terms and restrictions of paragraph 17.

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Company Initial: *RC*

Artist Initial: *RC*

19. ROYALTIES: Company agrees to pay royalties ("Royalties or Artist's Royalties") to Artist as follows:

a. Exploitation of Masters and Sales of Audio Products and Videos: Company shall pay to Artist as a royalty, ten percent (10%) of Gross Receipts prior to full recoupment of any recoupable advance paid to Artist by Company hereunder, and sixty-five percent (65%) of Net Receipts after full recoupment of all Recoupable Advances paid to Artist by Company hereunder, of the Net Recording Receipts calculated by Company, from all sale of Audio Products derived from the Masters or other and exploitations of the Masters, including but not limited to sales of the Masters, sales of Audio Products including Digital Formats, flat fee licenses, etc, and the sale or exploitation of Videos.

b. Publishing Income: Company shall retain ten percent (10%) of the Gross Publishing Receipts collected by Company as the administrator of Artist's publishing hereunder, for any exploitations or licenses issued by it for the Controlled Compositions. Company's rights to administrate Artist's publishing hereunder shall be condition on the termination of Artist's contract with Kobalt, Artist's current publishing administrator.

c. Merchandise and Specialty Rights Exploitation: Company shall pay Artist ten percent (10%) of Gross Receipts prior to full recoupment of any recoupable advance paid to Artist by Company hereunder, and sixty-five percent (65%) of Net Receipts after full recoupment of all Recoupable Advances paid to Artist by Company hereunder, of the calculated Net Merchandise Receipts received by Company as a result of the exploitations and licenses issued by Company for the Merchandising Rights or a Specialty License.

d. Live Performance: For Live Performances, Company shall pay Artist ten percent (10%) of Gross Receipts prior to full recoupment of any recoupable advance paid to Artist by Company hereunder, and sixty-five percent (65%) of Net Receipts after full recoupment of all Recoupable Advances paid to Artist by Company hereunder, of the Net Performance Receipts earned from an individual Live Performance.

e. Mechanical Royalty:

i. All Controlled Compositions appearing on the Masters and released on Audio Products in a Digital Format for Digital Transmissions shall be and are hereby perpetually licensed to Company for the United States and Canada at a Mechanical Royalty per selection equal to one hundred (100%) percent of the mechanical statutory per selection rate (with regard to playing time, effective on the date of initial U.S. commercial release of the Masters concerned hereinafter sometimes to be referred to as the "Per Selection Rate".)

ii. All Controlled Compositions appearing on the Masters and released on physical configurations of Audio Products (i.e. CDs, vinyl records, etc.) or Audiovisual Products hereunder, shall be and are hereby perpetually licensed to Company for the United States and Canada at a Mechanical Royalty per selection equal to Seventy-five (75%) percent of the mechanical statutory per selection rate (with regard to playing time, effective on the date of initial U.S. commercial release of the Masters concerned hereinafter sometimes to be referred to as the "Per Selection Rate".)

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Company Initial: D

Artist Initial: KS

iii. Notwithstanding the foregoing, the maximum aggregate Mechanical Royalty which Company will be required to pay in respect of any single, E.P. or L.P., in any physical formatted Audio Product regardless of the total number of Compositions contained on the, shall not exceed Two (2) times, five (5) times, and Ten (10) times the "Per Selection Rate" respectively. For avoidance of doubt this restriction shall not apply to Audio Products sold in a Digital Format through a Digital Transmission.

iv. All Mechanical Royalties payable hereunder shall be paid on the basis of net Audio Products sold hereunder for which royalties are payable to Artist pursuant to this Agreement.

v. Artist agrees not to record any Controlled Composition or other song recorded pursuant to this Agreement without Company's written consent, for the later of i) five (5) years subsequent to the date of release by Company of any Controlled Composition or song recorded hereunder; or ii) two (2) years subsequent to the expiration or other termination of the Term of this Agreement.

vi. Payments made for Mechanical Royalties under this Agreement are considered a Recoupable Advance.

20. FRESH COAST MEDIA GROUP LLC:

a. It is hereby agreed by Artist and Company that Fresh Coast Media Group LLC ("Fresh Coast") has been irrevocably engaged during the term of this Agreement to render services as a liaison between Artist and Company, and to consult and render advice to both Artist and Company in respect to maximizing the value of this Agreement for both Artist and Company.

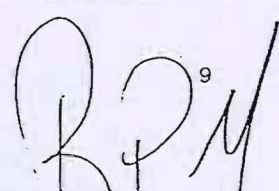
b. Company hereby specifically agrees that any approvals, consents or decisions to be made by Company pursuant to the terms of this Agreement must be made by Company with the Agreement of Fresh Coast, said agreement by Fresh Coast not to be unreasonably withheld.


c. It is hereby agreed by Company and Artist that Company shall pay to Fresh Coast ten percent (10%) of Net Receipts that are set forth and enumerated in paragraphs 19(a), 19(b), 19(c) and 19(d) above, from first monies received by Company, irrespective of whether Artist has fully recouped any previous advances paid by Company, or not.


d. It is specifically agreed that Company shall account to Fresh Coast in the same manner and method that Company accounts to Artist hereunder pursuant to paragraph 21 below.

21. ROYALTY ACCOUNTING:

a. Statements as to royalties, Artist's Royalties or Mechanical Royalties (collectively referred to as "Royalties" for this paragraph), payable hereunder shall be sent by Company to Artist on or before the thirtieth day of September of the semi-annual period ending the preceding June 30, and on or before the 31st day of March for the semi-annual period ending the preceding December 31st, together with payment of



Company Initial: 

Artist Initial: 

accrued Royalties, if any, earned by Artist hereunder during such semi-annual period, less all Advances under this Agreement. Except as expressly provided herein to the contrary, Advances hereunder shall not be recouped from Mechanical Royalties payable hereunder.

b. No royalties shall be payable to Artist in respect of sales of Audio Products by any of Company's distributors or licensees until payment has been received by Company or credited to Company. Sales by any such licensees shall be deemed to have occurred in the semi-annual accounting period during which such licensees shall have rendered to Company accounting statements for such sales.

c. Royalties in respect of the sale of Audio Products outside of the United States shall be computed in the national currency in which Company is paid by Company's licensees, shall be credited to Artist's royalty account hereunder at the same rate of exchange as Company is paid, and shall be proportionately subject to any transfer or comparable taxes which may be imposed upon Company's receipts.


d. Artist shall be deemed to have consented to all Royalty statements and all other accountings rendered by Company hereunder and each such royalty statement or other accounting shall be conclusive, final, and binding, shall constitute an account stated, and shall not be subject to any objection for any reason whatsoever unless specific objection in writing, stating the basis thereof, is given by Artist to Company within two (2) years after the date rendered.

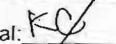
e. Company shall maintain books of account concerning the sale of Audio Products hereunder. Artist, or a certified public accountant, in Artist's behalf, may, at Artist's sole expense, examine Company's books relating to the sale of Audio Products hereunder solely for the purpose of verifying the accuracy thereof, only during Company's normal business hours and upon reasonable written notice. Company's books relating to any particular royalty statement may be examined as aforesaid only within two (2) years after the date rendered and Company shall have no obligation to permit Artist to so examine Company's such books relating to any particular royalty statement more than once.

22. NAME & LIKENESS, TRADEMARKS, WEBSITES, SOCIAL MEDIA AND COMMERCIALS:

a. During the Term of this Agreement and for as long as Company shall be entitled to the rights granted to it under this Agreement, including the sale of Audio Products or to sell or distribute Merchandise or exploit Artist's Controlled Compositions, Artist hereby licenses to Company the exclusive right, and to license others the non-exclusive right, to use Artist's name, approved likeness, voice, approved biographical material or other identification for use in association with any promotion, marketing or advertising, in any medium now known and existing or that is created in the future. However, during the Term of this Agreement, Artist will not license or consent to the use of Artist's Name and Likeness for or in connection with the recording or exploitation of Audio Products under this Agreement by or for anyone other than Company. This paragraph shall not limit Company's rights it has been granted in this Agreement regarding Merchandising Rights or Specialty License set forth in this Agreement.

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Company Initial: 

Artist Initial: 

b. Artist shall apply for and obtain in Artist's name, and at Artist's expense, federal registration of a trademark and/or service mark for Artist's professional name and /or logo in connection with the use thereof in all areas of the entertainment industry, including, without limitation, in connection with the recording and sale of phonograph records, the establishment of fan clubs, the rendition of concerts and live performances, and the sale of clothing and other merchandise. If Artist fails to apply for and obtain federal registration of any such trademark or service mark, Company shall thereafter have the right to apply for and obtain federal registration of any such trademark or service mark, in Artist's name, for which costs shall be considered an Advance and Artist hereby appoints Company as its attorney-in-fact, coupled for the purpose of applying for and obtaining such registration. Such authority is coupled with an interest and is therefore irrevocable.

c. Company or its designees shall have the perpetual and exclusive right to create and maintain a web site ("Web Site") for purposes of promoting Artist and the sale of Artist's Audio Products. Company shall have the right to Artist's Name and Likeness in the Web Site. Company shall be the owner of all materials containing Artist's Name and Likeness created and incorporated into Artist's Web Site subject to the approval of Artist as set forth in this Agreement. Company shall have the right to register as its own, any domain name that incorporates or uses Artist's name or any variation of Artist's name. Company shall have the right to designate any Artist's Web Site as the "official" web site. Notwithstanding, Artist shall have the right to create one (1) Web Site in connection with Artist's services as a recording and performing artist. However, Artist shall not be restricted from creating any number of social networking sites (i.e. MySpace, FaceBook, etc.).

d. Upon Company's request Artist shall provide his services to establish his presence on various social media sites, to promote both Artist and Company, the identity of the social media sites and the frequency of "Social Media Blasts" to be mutually determined by Artist and Company.


e. Upon Company's request Artist shall provide his services to appear in commercials, paid for by Company, to promote upcoming Artist projects and/or Company brands, the content and frequency of said commercials to be mutually determined by Artist and Company.

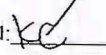
23. DEFINITIONS: For the purpose of this Agreement, the following terms shall have the following meaning:

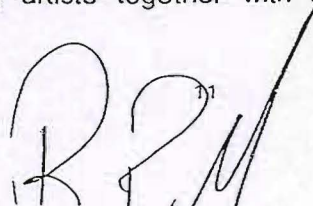
"Advance" shall mean a pre-payment of Royalties. Unless otherwise stated specifically in this Agreement, all Advances are recoupable from Artist's Royalties payable hereunder.

"Audio Products," shall mean all forms of sound reproductions whether now known or unknown, on or by which sound may be recorded for later transmission to listeners, embodying sound, including, without limitation, discs of any speed or size, vinyl, compact disc, reel-to-reel tapes, cartridges, cassettes, audiovisual recordings, Digital Formats, Digital Transmissions, etc.

"Audio Visual Recordings" ("Videos") shall mean devices reproducing audio performances or recording artists together with a visual image for home use or

Company Initial: 

Artist Initial: 



otherwise, embodying Artist's performances.

"Compositions" shall mean any single musical composition, irrespective of length, including all spoken words and bridging passages and a medley.

"Contract Period" shall mean any period of the Agreement wherein a term or obligation may be applicable either in the Initial Period or any subsequent Option Periods.

"Controlled Compositions" shall mean all musical Compositions or material recorded pursuant to this Agreement, which are written or composed, in whole or in part, or owned or controlled directly or indirectly by Artist or any producer of Masters subject thereto.

"Delivery" shall mean Company's receipt of newly-recorded technically and commercially satisfactory Masters to constitute the Record required to be given to Company as per this Agreement (mixed and mastered), together with all necessary licenses, approval, consents and permissions and all Artwork to be used in connection with the production and distribution of Audio Products derived from the Masters recorded hereunder.

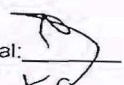
"Digital Format" shall mean a digital configuration of a Master Recording used in the furtherance of delivering the Master Recording through a Digital Transmission including but not limited to digital files such as MP3, MPEG, WAV, RAM, etc. or any other digital file now known or created in the future.

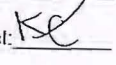
"Digital Transmissions" shall mean the transmission and distribution to the consumer of Digital Formats or other configurations other than physical Audio Products, whether of sound alone, sound coupled with an image or sound coupled with data, in any form including but not limited to the downloading or other conveyance of Artist's performance on Masters or Audiovisual Recordings recorded hereunder by telephone, satellite, cable, direct transmission over wire or through the air, and on-line computers whether a direct or indirect charge is made to receive the transmission.

"Entertainment Services" shall mean the exclusive services of Artist performed in the music industry now existing or hereafter developed including but not limited to the areas of Recording, Publishing, Merchandise Rights and Live Performance as set forth in this Agreement.

"Expenses" shall mean all expenses incurred under this Agreement, except for Recording Costs, as that term is defined herein, distribution fees, licensing fees, and other payments to third parties on Artist's behalf, outstanding Tour Expenses not repaid from Gross Receipts collected by Company attributed to Live Performances, outstanding Expenses related to the creation, production or manufacture of Merchandise not repaid from Gross Receipts attributed to Merchandising Rights, legal or accounting fees payable to Artist's own legal counsel or accountant (if any such payments are actually made by Company), customary artwork, taxes, mechanical royalties payable to third parties or payable to Artist hereunder, manufacturing, packaging charges, payable on Artist's behalf, or fees associated with filing copyright fees; Attorney's or accounting fees or other administrative expenses paid for the creation, enforcement, licensing or exploitation of Artist and Artist's rights granted to Company herein, and; any other costs,

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fees, or expenses directly related to the representation or exploitation of Artist consistent with the terms of this Agreement; royalties paid by Company to Artist for a writer's share of publishing royalties; administrative and exploitation expenses of Company with respect to the Controlled Compositions including, without limitation, copyright registration fees, advertising and promotion expenses directly related to the Controlled Compositions, the costs of transcribing for lead sheets, and the costs of producing demonstration records, and; any other costs, fees, or expenses directly related to the representation or exploitation of Artist's rights granted to Company in this Agreement including those expenses paid to Artist or on Artist's behalf by Company prior to the effective date of this Agreement.

"Gross Receipts" shall mean any and all revenue, income and sums derived and actually received by Company for the exploitation of Artist's Entertainment Services and rights granted to Company by Artist under this Agreement.

"Long-Playing" ("LP") shall mean a Record that has no less than ten (10) Compositions and being no less than forty (40) minutes in duration.

"Master Recording" ("Master" or "Masters") shall mean any master recording, recorded under this Agreement together with any derivatives thereof. Any reference to Master, Masters or Master Recording shall include the Previously Recorded Masters.

"Name and Likeness" shall mean Artist's individual names (both professional and legal and whether presently or hereafter used by you) image, likeness, logos and other identification and biographical material concerning Artist and any trade name, trademark or service mark used by the individual members of Artist (collectively, "Name and Likeness").

"Net Merchandise Receipts" shall mean Gross Receipts received by Company under the terms of this Agreement for Merchandising Rights or Special Licenses after deducting any and all Expenses attributed to the licensing thereof or for the cost of creating, producing or manufacturing or distributing Artist's Merchandise. In the event Expenses attributed to Merchandise Rights or Special Licenses are not fully recouped from the Net Merchandise Receipts, Company may treat such unrecouped amount as an Expense hereunder recoupable from Gross Receipts.


"Net Performance Receipts" shall mean Gross Receipts received by Artist or Company on Artist's behalf for Artist's Live Performances less Tour Expenses and any fees deducted by Artist's booking agent.


"Net Publishing Receipts" shall mean Gross Receipts received by Company under the terms of this Agreement attributed to the publishing exploitation of Artist's songs recorded hereunder after deducting any and all Expenses.

"Net Recording Receipts" shall mean Gross Receipts received by Company under the terms of this Agreement attributed to the exploitation of Artist's Master Recordings recorded or licensed hereunder and from sale of Audio Products derived from Artist's Master Recordings, after deducting any and all Expenses

"Recording Costs" shall mean all costs incurred by Artist with respect to the production of Masters embodying the Artist's performances, including audio visual

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recordings, and which are customarily recognized as Recording Costs in the phonograph record industry including but not limited to all expenses incurred in connection with the production, mixing and mastering of audio and/or visual masters and all payments and/or advances to Artist hereunder, as well as payments to all of the musicians (including without limitation, instrumentalists, leaders, arrangers, orchestrators, copyists and contractors) vocalists and producers, if any, rendering services in connection with any recordings hereunder, payments to union pension and welfare funds, costs of cartage and instruments hire, studio or hall rentals, editing costs, payroll taxes and other payments to third parties on Artist's behalf related to recording costs, fees to third party producers or side artists, fees for replay or a sampling license, and other reasonable expenses incurred for the purpose of production of the Masters; costs, taxes and/or third party payments in connection with the production of the Masters produced under this Agreement.

"Term" shall mean the duration of the Agreement including the Initial Period and subsequent Option Periods and any extensions or modifications extending the duration of the Agreement.

"Tour Expense" shall mean the payment of all expenses to attend or produce a Live Performance including but not limited to costs for production, promotion or talent expenses associated with the performance, travel, lodging and per diem expenses to be incurred by Artist in connection with the Live Performance.

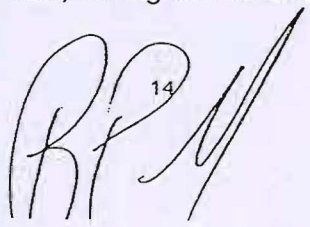
"Territory" shall mean the World.

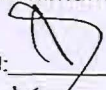
24. **WARRANTIES AND REPRESENTATIONS:** Artist warrants and represents the following:

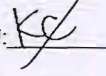
a. Artist is not now and during the Term shall not be a party to or bound by any contract or agreement that will interfere in any manner with the manufacture and marketing and sale of the Recording by Company. Artist is under no disability, restriction or prohibition with respect to Artist's right to sign and perform under this Agreement.

b. ~~The songs and performances embodied in the Recordings, and any use thereof by Company or its grantees, licensees, or assigns, will not violate or infringe upon the rights of any third party.~~ Artist has secured all proper licenses for the right to perform and record all or any part of the performances or recording embodied on Artist's Master including for the use of any third party's recording or composition for use in what is commonly known as "sampling", "replay", or "interpolation".

c. Artist expressly acknowledge that Artist's services hereunder are of a special, unique, and intellectual character which gives them peculiar value, and that in the event of a breach by Artist of any term, condition, or covenant hereof, Company will be caused irreparable injury. Artist expressly agrees that in the event Artist shall breach any provisions of this Agreement, Company shall be entitled to seek injunctive relief and/or damages, as Company may deem appropriate, in addition to any other rights or remedies available to Company, and Company shall have the right to recoup any such damages resulting from any such breach, which shall be reduced to a final, adverse judgment, from any monies which may be payable to Artist hereunder or under any other agreement between Artist and Company or Company's or affiliates. Company guarantees each member of Artist, during the term of this Agreement the minimum

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compensation set forth in California Civil Code Section 3423 (the "Code") per fiscal year required under the law (the "Minimum Compensation"). If any applicable law is hereafter changed to provide for a different minimum compensation requirement as a requisite for injunctive relief, then the Minimum Compensation shall be automatically amended to such new figure as of the effective date of such change with respect to such member(s) of Artist as Company shall designate. Failure of Company to fail to pay each member of Artist the minimum amounts guaranteed under the Code, shall not be considered a breach of contract and Artist's only remedy is that Company is precluded from filing an injunction against Artist to enforce Company's rights under this Agreement unless Company pays the necessary amount required by the Code to file the injunction, to the member of the Artist that Company wishes to enforce the terms of this Agreement against.

d. During the Term of this Agreement, if required by law or any other agreement that Company may become a party to, Artist shall become and remain a member in good standing of any appropriate labor union or unions. If Company becomes a party to any such union agreement, Company shall give Artist written notice of such action.

e. Artist warrants that it is the sole owner of its professional name "Chief Keef" and that Artist has the sole and exclusive right to use and to allow others to use the Artist's professional name in connection with Artist's Entertainment Services.


f. Artist understands that the record industry and sales of records is speculative and that Company makes no warranty or representations as to the success of the sales of Artist's Audio Products distributed and sold hereunder.

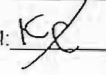
g. Artist hereby warrants and represents that it has the right to enter into this Agreement and to grant to Company any rights granted herein, and that the exercise by Company of any and all rights with respect to the Controlled Compositions will not violate or infringe upon any common law or statutory rights of any person, firm or corporation, including without limitation, contractual rights, copyrights and rights of privacy. The rights granted herein are free and clear of any claims, demands, liens or encumbrances.

h. The parties hereto shall execute any further documents including without limitation, assignments of copyrights, and do all acts necessary to fully effectuate the terms and provisions of this Agreement.

25. **INDEMNIFICATION:** Artist agrees to and does hereby indemnify, save and hold Company harmless of and from any and all loss and damage (including reasonable attorney's fees) arising out of or connected with any claim by any one or more third parties or any act by Artist which is inconsistent with any of the warranties, representations, and/or agreements made by Artist herein, and agrees to reimburse Company on written demand for any reasonable payment made by Company at any time with respect to any liability or claim to which the foregoing indemnity applies. Pending the determination of any claim involving such alleged breach or failure, Company may withhold sums due Artist hereunder in an amount consistent with such claim. Any judgments against Company and any settlements by Company of claims against Artist together with costs and expenses, including counsel fees shall be paid to Company promptly upon demand and may also be recouped by Company from any Royalties payable to Artist hereunder.

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26. SUSPENSIONS AND DEFAULT:

a. Company reserves the right by written notice to Artist to suspend its obligation hereunder and/or to extend the expiration date of the then-current Contract Period for the duration of the following contingencies if by reason of such contingencies it is materially hampered in the recording, manufacture, distribution or sale of Audio Products, or its normal business operations become commercially impractical: labor disagreements, fire, catastrophe, shortage of materials or any cause beyond Company's control.

b. In the event of any default or breach by Artist in the performance of any of Artist's obligation or warranties hereunder, Company, by written notice to Artist, in addition to any other rights or remedies which it may have at law or otherwise, at its election, may terminate the Term or may suspend its obligations hereunder for the duration of such default or breach and/or may extend the expiration date of the then-current Contract Period for a period equal to all or any part of the period of such default or breach.


c. In the event of any default or breach by Company in the performance of any of its obligations or warranties hereunder, Artist shall give Company written notice of such default. Company shall then have sixty (60) days to cure such breach before being declared by Artist to be in breach or default of this Agreement.


27. **APPROVAL:** Unless otherwise stated in this Agreement, wherever in this Agreement Artist's approval or consent is required, Artist's approval shall not be withheld unreasonably and failure to give such approval or disapproval within seven (7) days of notice by Company shall be deemed an approval by Artist. When such approval is to be mutual, in the event of a dispute Company's decision shall control.

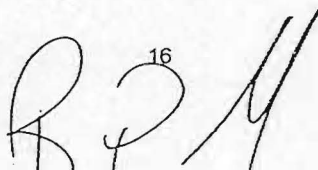
28. **ASSIGNMENT:** Company shall have the right to assign this Agreement or any of Company's rights hereunder or to delegate our obligations hereunder or any part thereof to any third party. ~~Specifically, but not limiting the generality of the foregoing, Company~~ shall have the right to enter into a long term recording, production or distribution agreement, on terms no less favorable than those contained herein, for the provision of Artist's services as exclusive recording artists or assigning any of our rights hereunder with any "Major" record company or nationally distributed independent label, (as those terms are understood in the recording industry). Artist's rights and obligations hereunder are personal and non-delegable.

29. **SUCCESSOR IN INTEREST:** This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successor, permitted assigns, and representatives. Company may, at its election, assign this Agreement or any of its rights hereunder.

30. **INVALIDITY OF TERMS:** If any clause, sentence, paragraph or part of this Agreement, or the application thereof to any person, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall be limited and confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the

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person involved.

31. **NOTICES:** All notices hereunder required to be given to Company shall be sent to Company at its address at _____ and all royalty statements (and payments) and all notices to Artist shall be sent to Artist as Artist's address at _____, or such other address as each party respectively may hereafter designate by notice in writing to each other. All notices shall be in writing and shall be sent by registered mail or certified mail, return receipt requested. The day of mailing of any such notice shall be deemed the date of the giving thereof. Royalty statements (and payments) may be sent by regular mail. All notices to Company shall be copied to Law Offices of Barry K. Rothman, 1901 Avenue of the Stars, Suite 370, Los Angeles, CA 90067.

32. **APPLICABLE LAW:** This Agreement has been entered into in the State of California and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of California applicable to contracts entered into and performed entirely within the State of California, with respect to the determination of any claim, dispute or disagreement which may arise out of the interpretation, performance or breach of this Agreement. Any dispute claim, mediation or lawsuit arising out of this Agreement shall be filed in Los Angeles County, California.

33. **AMENDMENT:** This writing sets forth the entire understanding between the parties with respect to the subject matter hereof, and no modification, amendment, waiver termination or discharge of this Agreement shall be binding upon the Company unless confirmed by a written instrument signed by an authorized officer of all parties. No waiver of any provision or any default under this Agreement shall constitute a waiver by Company of compliance thereafter with the same or any other provision or its right to enforce the same or any other provision thereafter.

34. **MEDIATION:** Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall first attempt to be settled by mediation in Los Angeles, California in accordance with the rules and regulations of Alternative Dispute Resolution (ADR) governing single member panels or any other mediation procedure agreed to by the parties. ~~In the event mediation of the parties hereto is not successful then each party hereto shall have the right to pursue any claim arising out of the dispute by any other legal means available to them within Los Angeles, California.~~


35. **INDEPENDENT CONTRACTOR:** Nothing contained herein shall constitute a partnership between or a joint venture by Company and Artist. It is specifically understood that Artist is acting hereunder as an independent contractor.

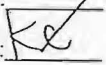
36. **RIGHT TO LEGAL REPRESENTATION:** Artist represents and warrants that Artist has read this Agreement and Artist understands that this is an important legal document. Artist hereby represents and warrants that Artist has been advised of its right to seek independent legal counsel in connection with the negotiation and execution of this Agreement and that Artist has either retained and has been represented by such legal counsel or has knowingly and voluntarily

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waived its right to such legal counsel and desires to enter into this Agreement without the benefit of independent legal representation.

This Agreement is effective the first date of the Agreement written above.

E. TV Networks, Inc.

By: 

Title: CEO

Date: 05/01/15

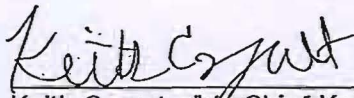
M&B Global Solutions

By: 

Title: Owner

Date: 5-1-15

Accepted and Agreed



Keith Cozart p/k/a Chief Keef

Date: 05/01/2015