

JUDGE SWAIN

15 04 02948

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MEMNG PRODUCTIONS, LLC

Plaintiff

vs.

YOUNG MONEY ENTERTAINMENT, LLC,

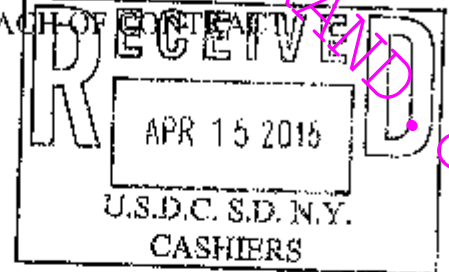
and

CASH MONEY RECORDS, INC.,

Defendants

Civil Action No.

COMPLAINT FOR
BREACH OF CONTRACT



DEMAND FOR TRIAL
BY JURY

NATURE OF ACTION

1. This is a civil action seeking damages for breach of written agreements, unjust enrichment, declaratory relief and an accounting stemming from, *inter alia*, Defendants' breach of written agreements relating to the inclusion of sampled sound recordings in new musical sound recordings distributed by Defendants for Defendants' benefit, and Plaintiff having the right to receive payments from Defendants relative to the inclusion of such sampled sound recordings and such distribution for Defendants' benefit.

2. Plaintiff is owed substantial sums of money from Defendants Young Money Entertainment, LLC ("Young Money") and Cash Money Records, Inc. ("Cash Money") in connection with the aforementioned written agreements.

PARTIES

3. Plaintiff, MEMNG Productions, LLC, is a limited liability company organized and existing under the laws of the State of Florida, with its principal place of business in Tampa, Florida.

4. Upon information and belief, Defendant Young Money is an American record company and in a joint venture with Defendant Cash Money. Defendant Young Money is organized under the laws of the State of Louisiana, with a principal place of business in the City, County and State of New York. During time periods relevant hereto, Defendant Young Money, regularly conducted its business activities in the City, County and State of New York, and maintained and continues to maintain offices at 222 Riverside Drive, PH5A, New York, NY.

5. Upon information and belief, Defendant Cash Money is an American record company that is incorporated under the laws of the State of Louisiana, with a principal place of business in the City, County and State of New York. During time periods relevant hereto, Defendant Cash Money, regularly conducted its business activities in the City, County and State of New York, and maintained and continues to maintain offices at 1755 Broadway, 2nd Floor, New York, New York.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332(a), as the amount in controversy is in excess of \$75,000.00, exclusive of interests and costs, and there is complete diversity of citizenship between the Plaintiff and all of the Defendants.

7. Venue is proper in this Judicial District pursuant to 28 U.S.C. §1391(a)(2)-(d) because a substantial part of the events giving rise to the claim occurred in the District and the corporate Defendants regularly conduct business in the State, County and City of New York.

FACTUAL BACKGROUND

8. On October 20, 2011, DMG Clearances, Inc., a music clearance and licensing company, on behalf of Defendants, entered into written sample clearance agreements with recording artist Cedric Hill (the "Sample Agreements") whereby Mr. Hill agreed to license his interests in recordings that he owned entitled "Swanging and Banging" and "Sailing Da South" (collectively, the "Sampled Recordings") for inclusion in the new sound recordings entitled "Over My Dead Body" and "H.Y.F.R. (Hell Yeah Fucking Right)" (collectively, the "New Recordings") that were originally recorded and performed by the recording artist Aubrey Drake Graham professionally known as "Drake" ("Artist"). Copies of the Sample Agreements are attached hereto as Exhibit A. Artist is signed to a recording agreement with Defendants whereby Defendants own the master sound recordings that Artist records, and are thereby responsible for paying royalties when such sound recordings are exploited.

9. The Sampled Recordings licensed by Mr. Hill were used directly or indirectly by the Defendants and their affiliates in the creation of the New Recordings, which were thereafter exploited and sold by Defendants when in November 2011, Defendants Young Money and Cash Money, Republic Records a/k/a Universal Republic, and Universal Records a division of UMG Recordings, Inc. commercially released Artist's "Take Care" album (the "Album"); embodying the New Recordings containing samples of the Sampled Recordings.

10. Under the terms of the Sample Agreements, Defendant Cash Money agreed to pay Mr. Hill specified royalties resulting from the use of the Sampled Recordings in the New Recordings and Album.

11. Specifically, pursuant to the Sample Agreements, Defendant Cash Money expressly agreed to remunerate Mr. Hill with a two and a half percent (2.5%) royalty "price per dealers" (pro-rated by the number of tracks on a particular configuration) on exploitations of the New Recordings in physical products, digital downloads and ringtones in all media or configurations now known or hereinafter devised, which applies on both audio and audio visual uses of the New Recordings (the "First Royalty"), as well as a ten percent (10%) royalty on Artist's net receipts relative to the exploitation of the New Recordings in ringbacks, streaming, third-party licensing and any other flat fee income directly attributable to the exploitation of the New Recordings in all media or configurations now known or hereafter devised, which applies to both audio and audio-visual uses of the New Recordings (the "Second Royalty"). See Exhibit A at Paragraphs 3 and 4.

12. On June 25, 2013, Plaintiff entered into an Assignment Agreement with Mr. Hill (the "Assignment Agreement") whereby Mr. Hill irrevocably and perpetually assigned to Plaintiff the entire right, title and interest in and to the First Royalty, the Second Royalty and all rights that Mr. Hill received under the terms of the Sample Agreements throughout the universe (the "Territory"). A copy of the Assignment Agreement is attached hereto as Exhibit B.

13. Pursuant to the Assignment Agreement, Mr. Hill granted to Plaintiff the sole and exclusive right, throughout the Territory, to collect all monies earned with respect to the First Royalty and Second Royalty, and all monies that Mr. Hill is eligible to receive and earn under the terms of the Sample Agreements.

14. Upon information and belief, Defendants have sold over 2,500,000 total copies of the Album and individual downloads of the New Recordings on iTunes – all of which contain samples of the Sampled Recordings – and have received millions of dollars in gross income in connection with such sales.

15. After months of requesting information from counsel for Defendants as to when the payments due and owed to Plaintiff under the terms of the Sample Agreements would be paid, and such requests going unanswered, on October 31, 2013, counsel for Plaintiff sent the Cure Notice, attached hereto as Exhibit C, to counsel for Defendant Cash Money. Defendant Cash Money failed to respond to such notice.

16. As a result of failing to respond to the Cure Notice, Defendant Cash Money was in material breach of the Sample Agreements under the terms of the same. Counsel for Plaintiff sent counsel for Defendant Cash Money confirmation of the material breach on November 13, 2013 (the “Confirmation of Material Breach,” Exhibit D hereto).

17. Defendants have both failed and/or refused and continue to fail and/or refuse, despite numerous requests, to pay Plaintiff the amounts owed to Plaintiff as a result of the Sample Agreements and Assignment Agreement, and, instead, have retained a vast bulk of all profits from exploiting the Album and New Recordings for Defendants’ own account.

18. In fact, on October 8, 2014, Defendant Cash Money informed Plaintiff’s counsel that Defendants owed Plaintiff \$117,364.72 in royalties via electronic mail which is attached hereto as Exhibit E (the “Email Statement”). According thereto, Defendants owed Plaintiff \$117,364.72, but did not send Plaintiff its payment in connection with the

Email Statement.

19. All conditions precedent to the bringing of this action have occurred, been waived, or been performed.

20. Plaintiff has retained the services of the undersigned law firm and has agreed to pay said law firm a reasonable fee and all expenses incurred in regard to this lawsuit.

FIRST CAUSE OF ACTION
(As Against All Defendants: Material Breach of Contract)

21. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 20 of this Complaint.

22. All agreements referenced herein are valid and binding on the parties.

23. Defendants' pervasive and continued failure to pay compensation owed under the explicit terms of the Sample Agreements constitutes material breaches of the same.

24. This failure has resulted in Defendants breaching numerous provisions of the Sample Agreements.

25. As a direct and proximate result of Defendant's numerous breaches of the Sample Agreements, Plaintiff has suffered significant and extensive damages and financial injury; and will continue to do so.

26. Plaintiff therefore seeks a declaration that Defendants must pay all sums due and owed under the Sample Agreements, and that Plaintiff is entitled to the payment of those amounts and all future amounts that may become due pursuant to the Sample Agreements.

SECOND CAUSE OF ACTION
(As Against All Defendants: Unjust Enrichment)
(In the Alternative)

27. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 26 of this Complaint.

28. Defendants have directly and substantially benefited from samples of the Sampled Recordings being incorporated into the New Recordings, and have failed to pay royalties under the Sample Agreements for the same.

29. Given Defendants' failure to make payments for the outstanding monies due to Plaintiff, Defendants would be unjustly enriched to Plaintiff's detriment unless judgment is entered against them for the full balance of monies due to Plaintiff.

30. As set forth above, Defendants have been unjustly enriched to Plaintiff's detriment.

31. Plaintiff has suffered damages as a consequence of Defendants' breaches in an amount to be proven at trial.

32. In view of the foregoing, Plaintiff is entitled to judgment against Defendants for unjust enrichment in an amount to be determined at trial, plus court costs and prejudgment interest.

THIRD CAUSE OF ACTION
(As Against All Defendants: Accounting)

33. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 32 of this Complaint.

34. After licensing the Sampled Recordings for incorporation into the New Recordings, which are embodied by Defendant Young Money in the Album pursuant to certain agreements between Defendant Cash Money and Defendant Young Money,

Defendants, despite demand, and despite the clear contractual language requiring them to do so, have failed to provide Plaintiff with an accounting of royalties to date.

35. Pursuant to the Sample Agreements, Defendants are required to provide royalty statements and other accountings for the use of the Sampled Recordings.

36. Upon information and belief, Defendants have received, and continue to receive, profits from the sale of and contracts related to the Album and New Recordings.

37. Accordingly, Plaintiff seeks a declaration that Defendants provide Plaintiff with a full accounting for all sales of the New Recordings and Album to date.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, MFMC Productions, LLC demands judgment in its favor and as against Defendants Young Money Entertainment, LLC and Cash Money Records, Inc., jointly and severally, as follows:

(1) A declaration that, pursuant to Defendants' obligations under the Sample Agreements, Defendants must compensate Plaintiff for all sums currently due and owed relative to the exploitation of the New Recordings and Album, and that Plaintiff is entitled to the payment of all future amounts that may become due when such sums become due, and an order giving effect to that declaration;

(2) Further, an award of compensatory, consequential and/or equitable damages, and any other damages to be proven at trial, for Defendants' pervasive and material breaches of the Sample Agreements and frustration of the parties' bargain;

(3) For a full and updated accounting;

(4) An award of prejudgment interest at the statutory rate; and

(5) Any other and further relief that the Court deems just and proper, including attorney's fees and costs of this action.

JURY DEMAND

Plaintiff hereby demands a trial by jury for all issues so triable as a matter of right.

Dated: April 9, 2015

Respectfully submitted,

THE LAW OFFICE OF LLOYD Z. REMICK

By: 

Kaitlyn M. O'Neill, Esq.
(Atty. I.D. No. K02688)

One Liberty Place
1650 Market Street, 56th Floor
Philadelphia, PA 19103
Tel: (215) 575-3820
Fax: (215) 575-3801
koneill@braverlaw.com

Attorneys for Plaintiff

To:

Young Money Entertainment, LLC
c/o Law Offices of Ronald R. Sweeney
222 Riverside Drive, PHSA
New York, NY 10025

Cash Money Records, Inc.
c/o Edward R. Grauer, Esq.
1755 Broadway, 2nd Floor
New York, NY 10019

EXHIBIT A

Sample Agreements



DMG Clearances, Inc.

Music Clearances for Film, Television, Samples, and New Technology

October 20, 2011

13 Robin Drive
Hockessin DE 19707
302.239.6137
302.239.6875 fax
info@dmgclearances.com

Cedric Hill
E and B Dream

www.dmgclearances.com

Re: Drake "HYFR" contains samples from "Swanging and Banging" as performed by ESG (SFL Entertainment)

Dear Cedric,

I am writing to confirm your quote whereby SFL Entertainment ("Licensor") has agreed to license the aforementioned Sampled Sound Recording "Swanging and Banging" as performed by ESG (the "Sampled Sound Recording") for inclusion in the New Recording tentatively entitled "HYFR" (the "New Recording") as performed by Drake ("Artist").

For the right to incorporate elements of the Sampled Sound Recording into the New Recording, Licensor has agreed to a quote consisting of an advance fee of Two-Thousand Five-Hundred (\$2,500) recoupable against a royalty of two and a half (2.5%) percent. It is my understanding that the grants of rights provided for by Licensor hereunder shall be granted throughout the World in perpetuity, and shall include without limitation the following rights:

1. Uses in all audio configurations now known or hereinafter devised (including but not limited to, physical configurations (i.e., CDs), digital downloads, streaming, ringbacks and ring tones); and
2. All audio-visual configurations now known or hereinafter devised (including but not limited to a music video and grabz promotions) uses thereof, as well as permanent digital downloads and streaming; and
3. Any other third party licensing requests to which Artist has consented (including but not limited to, master use synchronization licenses).

For the avoidance of doubt, the royalty rate of 2.5% of PPD (pro-rated by the number of tracks on a particular configuration) shall apply to the exploitation of the New Recording in physical products, digital downloads and ringtones in all media or configurations now known or hereinafter devised. This royalty rate shall apply to both audio and audio-visual uses.

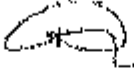
The royalty rate of 10% of artist net-receipts shall apply to the exploitation of the New Recording in ringbacks, streaming, third-party licenses and any other flat fee income directly attributable to the exploitation of the New Recording, in all media or configurations now known or hereinafter devised. This royalty rate shall apply to both audio and audio-visual uses.

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It is acknowledged that royalties shall only be payable for uses of the New Recording that actually incorporate the Sampled Sound Recording and that no rights have been granted to license samples of the New Recording that contain samples of the Sampled Sound Recording.

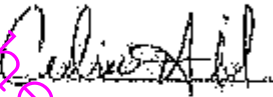
It is my understanding that Licensor warrants and represents that they are authorized, empowered, and able to enter into and fully perform its obligations under these terms. If this is to your understanding, please sign below and fax back to me at (302) 299-5875.

Best regards,



Deborah Mannix-Gardner

Agreed and approved



Dated as of: 10-29-11

Cd.



DMG Clearance, LLC

Music Clearances for Film, Television, Samples, and New Technology

October 20, 2011

13 Reilly Drive
Hockessin, DE 19707
302.239.6337
302.239.6873 fax
webmaster@dmgclearance.com

Cedric Hill
E and B Dream

www.dmgclearance.com

Re: Drake "Over My Dead Body" contains samples from "Sailin' Da South" as performed by DJ Screw (SFL Entertainment)

Dear Cedric,

I am writing to confirm your quote whereby SFL Entertainment ("Licensor") has agreed to license the aforementioned Sampled Sound Recording "Sailin' Da South" as performed by DJ Screw (the "Sampled Sound Recording") for inclusion in the New Recording tentatively entitled "Over My Dead Body" (the "New Recording") as performed by Drake ("Artist").

For the right to incorporate elements of the Sampled Sound Recording into the New Recording, Licensor has agreed to a quote consisting of an advance fee of Two-Thousand Five-Hundred (\$2,500) rescapable against a royalty of two and a half (2.5%) percent. It is my understanding that the grants of rights provided for by Licensor hereunder shall be granted throughout the World in perpetuity, and shall include without limitation the following rights:

1. Uses in all audio configurations now known or hereinafter devised (including but not limited to, physical configurations (i.e. CDs), digital downloads, streaming, ringtones and ring tones); and
2. All audio-visual configurations now known or hereinafter devised (including but not limited to a music video and gratis promotional uses thereof, as well as permanent digital downloads and streaming); and
3. Any other third party licensing requests to which Artist has consented (including but not limited to, master use synchronization licenses).

For the avoidance of doubt, the royalty rate of 2.5% of PPD (pro-rated by the number of tracks on a particular configuration) shall apply to the exploitation of the New Recording in physical products, digital downloads and ringtones in all media or configurations now known or hereinafter devised. This royalty rate shall apply to both audio and audio-visual uses.

The royalty rate of 10% of artist net-receipts shall apply to the exploitation of the New Recording in ringtones, streaming, third-party licenses and any other flat fee income directly attributable to the exploitation of the New Recording, in all media or

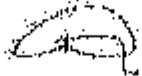
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configurations now known or hereinafter devised. This royalty rate shall apply to both audio and audio-visual uses.

It is acknowledged that royalties shall only be payable for uses of the New Recording that actually incorporate the Sampled Sound Recording and that no rights have been granted to license samples of the New Recording that contain samples of the Sampled Sound Recording.

It is my understanding that Licensor warrants and represents that they are authorized, empowered, and able to enter into and fully perform its obligations under these terms. If this is to your understanding, please sign below and fax back to me at (302) 239-6875.

Best regards,



Deborah Mannis-Gardner

Agreed and approved:



Dated as of:

10/27/11

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EXHIBIT B

Assignment Agreement

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made and entered into as of this 25th day of June 2013 by and between MFMNG Productions, LLC ("MFMNG") located at c/o Christopher J. Cahott, Esq., One Liberty Place, 1650 Market St., 56th Floor, Philadelphia, PA 19103 and Cedric D. Hill ("you" or "your") located at 10707 Sorsby Lane, Houston, TX 77047.

RECITALS

A. According to those certain agreements (the "Sample Agreements") attached hereto and made a part herewith as Schedule 1 that you signed on October 27, 2011 relative to the use of samples of the sound recordings that you represent to MFMNG hereunder that you own titled "Swanging and Banging" and "Sailing Da South" (collectively the "Sampled Recordings") in the sound recordings titled "Over My Dead Body" and "H.Y.F.R. (Hell Yeah Fucking Right)" (collectively the "New Recordings") respectively that were originally recorded and performed by the recording artist professionally known as "Drake" and released commercially through Young Money Entertainment, LLC, Cash Money Records, Inc., Republic Records a/k/a Universal Republic, and Universal Records a division of UMG Recordings, Inc., you have a two and a half percent (2.5%) royalty price per dealers (pro-rated by the number of tracks on a particular configuration) on exploitations of the New Recordings in physical products, digital downloads and ringtones in all media or configurations now known or hereinafter devised, which applies on both audio and audio visual uses of the New Recordings (the "First Royalty"), as well as a ten percent (10%) royalty on Artist's net-receipts relative to the exploitation of the New Recordings in ringbacks, streaming, third-party licensing and any other flat fee income directly attributable to the exploitation of the New Recordings in all media or configurations now known or hereafter devised, which applies to both audio and audio-visual uses of the New Recordings (the "Second Royalty").

B. Subject to the terms set forth below, you hereby irrevocably and perpetually assign to MFMNG your entire right, title and interest in and to the First Royalty, the Second Royalty and all rights that you received under the terms of the Sample Agreements.

Now, in consideration of the mutual promises set forth below, and intending to be legally bound hereby, MFMNG and you hereby agree as follows:

1. GRANT OF RIGHTS

1.01 Assignment. You hereby irrevocably and perpetually assign to MFMNG your entire right, title and interest in and to the First Royalty, the Second Royalty and all rights that you received under the terms of the Sample Agreements throughout the universe (the "Territory"). You shall execute and deliver to MFMNG all instruments of transfer and other documents regarding such right, title and interest as MFMNG may reasonably request to carry out the purposes of this Agreement, (including, without limitation, the Exhibits, Schedules and Acknowledgements attached hereto), and MFMNG may sign such documents in your name. Notwithstanding the foregoing, but subject to the next two sentences, MFMNG shall give you five (5) calendar days' written notice before signing any document in your name. MFMNG may

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dispense with that waiting period when necessary, in MFMNG's reasonable judgment, to protect or enforce MFMNG's rights. MFMNG shall use reasonable efforts to provide you with copies of any such documents that MFMNG signs in your name pursuant to this article, but MFMNG's failure to do so shall not constitute a breach hereof. You hereby grant to MFMNG the sole and exclusive right, throughout the Territory, to collect all monies earned with respect to the First Royalty and Second Royalty, and all monies that you are eligible to earn under the terms of the Sample Agreements.

1.02 Power of Attorney. You hereby irrevocably authorize, empower, and appoint MFMNG as your true and lawful attorney, for all purposes related to the Sample Agreements, the First Royalty, the Second Royalty, the collection of both, and all items related to the rights granted hereunder for your and MFMNG's benefit, initiating and compromising any claim or action with respect to the Sample Agreements, the rights that you received thereunder, the First Royalty and the Second Royalty, including, without limitation, any claim or action against infringers of MFMNG's or your rights in the Sample Recordings, the New Recordings, the Sample Agreements and/or this Agreement, and executing in your name any and all documents and/or instruments necessary or desirable to accomplish the foregoing, to evidence MFMNG's ownership of the rights that you are granting to MFMNG hereunder, and/or to effectuate MFMNG's rights hereunder. You further irrevocably and perpetually authorize, empower, and appoint MFMNG as your true and lawful attorney to sign any agreements or other documents necessary for MFMNG to recoup the Advance (as defined in Article 2.01 below) from any and all third parties that owe you money. Notwithstanding the foregoing, but subject to the next two sentences, MFMNG shall give you five (5) calendar days' notice to sign any such document before signing any document in your name. MFMNG may dispense with that waiting period when necessary, in MFMNG's sole discretion, to protect or enforce MFMNG's rights. MFMNG shall not be required to notify you before signing documents that convey any of the rights granted in this Agreement. The power of others granted herein is coupled with an interest and is irrevocable.

1.03 Name and Likeness. MFMNG shall have the right and may grant to others the right to reproduce, print, publish, or disseminate in any medium your legal or professional name(s), pre-approved portrait, pre-approved picture and pre-approved likeness (including, without limitation, all professional, group, and other assumed or fictitious names that you use), and biographical material concerning you, as news or information, for purposes of trade, or for advertising and marketing purposes solely in connection with the exploitation of the rights granted to MFMNG hereunder.

2. CONSIDERATION

2.01 MFMNG shall pay you seventy-five percent (75%) of all Net Income that MFMNG receives from and collects relative to the First Royalty and the Second Royalty. Any direct payments to you with respect to the First Royalty and/or the Second Royalty shall be immediately reported and turned over to MFMNG for accounting. MFMNG shall pay you an advance of seven thousand five dollars (\$7,500, the "Advance"), which shall be recoupable against the amounts payable to you hereunder, unless otherwise provided herein. The Advance shall be payable upon all parties' execution of this Agreement.

2.02 In the event that you request that the Advance or any amounts owed to you hereunder be wired to a business manager or other representative, you hereby agree that MFMNG doing so shall be as an accommodation to you alone, and that such business manager or other representative is not a beneficiary hereunder. You further represent, warrant and agree that MFMNG shall have no liability to you hereunder if MFMNG wires the Advance or any amounts owed to you hereunder to a business manager or other representative at your request. You hereby agree to indemnify and hold MFMNG harmless from and against any and all damages, losses and/or expenses (including attorneys' fees and litigation expenses) that MFMNG incurs or is exposed to as a direct or indirect result of any potential or actual claims, actions or suits asserted against MFMNG by a business manager or other representative in connection with the wiring of the Advance to either of them pursuant to your instruction.

3. ACCOUNTINGS

3.01 MFMNG shall compute all amounts due and owed to you hereunder as of each June 30th and December 31st for the prior six (6) months, in respect of each such six (6) month period. MFMNG reserves the right to alter such accounting periods, without notice (but MFMNG shall attempt to use reasonable efforts to notify you in the event of such alteration, provided that inadvertent failure to notify you shall not constitute a breach hereof), but in no event shall MFMNG account less frequently than every six (6) months. On the next September 30th or March 31st (or, if MFMNG alters the accounting periods, on the date ninety (90) days following the end of the period concerned), MFMNG shall send you a statement covering those amounts and shall pay you any amounts that are due after deducting the Advance. MFMNG shall not be required to send you a royalty payment for any period in which the amounts payable to you shall be one hundred dollars (\$100) or less, but shall send you a statement covering such amounts; provided, however, that such amounts shall be held and paid along with the next statement requiring payment in excess of one hundred dollars (\$100). If MFMNG makes any overpayment to you, you shall reimburse MFMNG for that overpayment. MFMNG may also deduct any overpayment from any amounts due or becoming due to you.

3.02 MFMNG shall maintain Books and Records, which you may examine at your expense. You may make those examinations only for the purpose of verifying the accuracy of the statements. You may make such an examination for a particular statement only once, and only within three (3) years after the date when MFMNG sent you that statement. (MFMNG shall be deemed conclusively to have sent you each statement on the date prescribed in Article 3.01 above, unless you notify MFMNG otherwise with respect to any particular statement within ninety (90) days after that date.) You may make those examinations through a certified public accountant only during MFMNG's usual business hours, on reasonable written notice for a reasonably convenient time, and at the place where MFMNG keeps the Books and Records to be examined. You shall send MFMNG a copy of your audit report concerning your examination of MFMNG's Books and Records within forty-five (45) days of your completion thereof, provided that your inadvertent failure to timely supply MFMNG with a copy of such report shall not constitute a breach hereof. The rights granted to you above shall constitute your sole and exclusive rights to examine MFMNG's Books and Records.

3.02.1 Notwithstanding article 3.02 above, if your certified public accountant's examination has not been completed within three (3) months from the time he or she begins it, MFMNG may require your accountant to terminate it on seven (7) days' notice to you at any time; MFMNG will not be required to permit your accountant to continue the examination after the end of that seven (7) day period.

3.03 You hereby acknowledge that MFMNG's Books and Records contain confidential trade information, and you hereby warrant and represent that neither you nor your representatives shall communicate to others or use on behalf of any other Person any facts or information obtained as a result of such examination of MFMNG's Books and Records; provided, however, that such information may be disclosed by you to the extent required by any governmental agency or law.

3.04 If you have any objections to a statement, you shall give MFMNG specific notice of that objection and your reasons therefor within three (3) years after the date when MFMNG is deemed to have sent you that statement under this Article 3. Each statement shall become conclusively binding on you at the end of that three (3) year period, and you shall have no right to make any other objections to the statement. You have no right to sue MFMNG in connection with any accounting, or to sue MFMNG for amounts due or owed to you hereunder during any period a royalty accounting covers, unless you commence such suit prior to the end of that three (3) year period. You hereby consent to the aforesaid limitations period, notwithstanding any longer limitations period that might be available under applicable law. If you commence suit on any controversy or claim concerning royalty accountings rendered to you under this Agreement, you shall have no right to seek termination of this Agreement. The preceding four (4) sentences shall not apply to any item in a royalty accounting if you conclusively establish that the item was fraudulently misstated by MFMNG.

3.05 You hereby acknowledge that you are responsible for the payment of all applicable taxes relative to the portion of the Advance, and any amounts that you receive hereunder, and that MFMNG is not responsible for the payment of such taxes.

3.06 Unless MFMNG receives written notice from you otherwise sixty (60) days in advance of the due date of any payment hereunder, all payments made to you hereunder shall be made in your name and sent to you at your respective address first written above.

4. ADDITIONAL WARRANTIES; REPRESENTATIONS; INDEMNITIES

4.01. You hereby warrant and represent that:

(a) The Sampled Recordings are your sole property, free from any claims whatsoever by any Person. Prior to the execution of this Agreement, you have received no notice of any such claim to the contrary nor are you aware of any such claim to the contrary.

(b) All rights that you have granted to MFMNG in the New Recordings, under the Sample Agreement, in the First Royalty and in the Second Royalty shall be available to MFMNG throughout the Territory without restriction.

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(c) You have the right and power to enter into and fully perform this Agreement.

(d) MFMNG shall not be required to make any payments of any nature for, or in connection with, the acquisition, exercise or exploitation of rights by MFMNG pursuant to this Agreement except as specifically provided in this Agreement.

(e) There are no advances made by any other third Persons which are recoupable from the First Royalty or Second Royalty (excluding, for the avoidance of doubt, the recoupable advance previously paid to you under the Sample Agreement in the amount of five thousand dollars (\$5,000) total). You are entitled to be paid and to collect the First Royalty and the Second Royalty. On or before your execution of this Agreement you shall deliver to MFMNG letters in the form attached hereto as Exhibits, Schedules, Acknowledgements and other documents from other Parties as MFMNG may reasonably request, in connection with this Agreement.

(f) No Materials, as defined, or any use thereof, shall violate any law or infringe upon or violate the rights of any Person. "Materials," as used in this Article, means: (i) the Sampled Recordings, (ii) individual and group names used in connection with the Sampled Recordings, and (iii) all other musical, dramatic, artistic and literary materials, ideas, and other intellectual properties, furnished or selected by you and contained in or used in connection with the Sampled Recordings, the New Recordings or the exploitation thereof.

(g) You are currently a member in good standing of SoundExchange pursuant to a current and valid membership, and you shall at all times be a member in good standing of such society. If at any time you fail to be a member of SoundExchange, you shall provide MFMNG notice promptly thereof and shall, promptly after MFMNG's request, execute performance society letters of direction, or other documentation reasonably required by MFMNG to allow MFMNG to implement its rights under this Agreement.

(h) You have not, nor has any third party on your behalf, collected any amounts arising in the Territory in connection with the First Royalty and Second Royalty at any time prior to the date first written above, nor shall you collect or permit the collection of any such amounts, if any.

(i) To the extent that you are in breach of any warranty or representation made hereunder, MFMNG shall, in addition to its other rights, have the right to deduct from the Advance and/or any amounts due to you hereunder, an amount equal to any monies which MFMNG is unable to collect by reason of such amounts having been collected on your behalf.

4.02 You shall not enter into any agreement which would interfere with the terms of this Agreement. Without limitation of MFMNG's exclusive rights hereunder, you shall not grant to any Person any rights with respect to the First Royalty or Second Royalty.

C.H

4.03 Your services and the other exclusive rights granted hereunder are unique and extraordinary, and the loss thereof cannot be adequately compensated in damages. As a result, MFMNG shall be entitled to injunctive relief to enforce the provisions of this Agreement. (The preceding sentence shall not be construed to preclude you from opposing any application for such relief based upon contest of the other facts alleged by MFMNG in support of the application.)

4.04 (a) You shall at all times indemnify and hold harmless MFMNG from and against any and all claims, losses, damages, liabilities, costs and expenses, including, without limitation, dispute resolution expenses and reasonable counsel fees, arising out of any breach or alleged breach of any warranty or representation made by you in this Agreement or any other act or omission by you, provided the claim concerned has been settled or has resulted in a binding judgment from a court of competent jurisdiction. MFMNG shall notify you of any action commenced on such a claim. You may participate in the defense of any such claim through counsel of your selection at your own expense, but MFMNG shall have the right at all times, in MFMNG's sole discretion, to retain or resume control of the conduct of the defense. Pending the resolution of any such claim, MFMNG will not withhold monies which would otherwise be payable to you under this Agreement in an amount exceeding your potential liability to MFMNG under this paragraph. If no action or other proceeding for recovery on such a claim has been commenced within eighteen (18) months after its assertion, MFMNG shall not continue to withhold monies in connection with that particular claim under this subparagraph unless MFMNG believes, in MFMNG's sole judgment, that such a proceeding may be instituted notwithstanding the passage of that time.

(b) If MFMNG pays more than two thousand five hundred dollars (\$2,500) in settlement of any such claim, you shall not be obligated to reimburse MFMNG for the excess unless you have consented to the settlement, except as provided in the next sentence. If you do not consent to any settlement proposed by MFMNG for an amount exceeding two thousand five hundred dollars (\$2,500), you shall nevertheless be required to reimburse MFMNG for the full amount paid unless you make bonding arrangements, satisfactory to MFMNG in MFMNG's sole discretion, to assure MFMNG of reimbursement for all damages, liabilities, costs and expenses (including, without limitation, dispute resolution expenses and reasonable counsel fees) which MFMNG may incur as a result of that claim.

5. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

5.01 "Books and Records" -- that portion of MFMNG's books and records which specifically report monies received by MFMNG from the First Royalty, the Second Royalty, the Sampled Recordings, the New Recordings and the Sample Agreements; provided that the term "Books and Records" shall not be deemed to include any of MFMNG's other books or records.

5.02 "Gross Income" -- all amounts earned, paid, received by or credited relative or according to the First Royalty, the Second Royalty, the Sampled Recordings, the New Recordings, and the Sample Agreements.

C#

5.03 "Net Income" – Gross Income, less any amounts that MFMNG deducts from such Gross Income including, without limitation, actual costs incurred in connection with collection fees and out-of-pocket fees or costs incurred to enforce the rights granted to MFMNG hereunder.

5.04 "Person" – any individual, corporation, partnership, association or other organized group of persons or legal successors or representatives of the foregoing.

6. NOTICES

6.01 Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be given by courier or other personal delivery, or by registered or certified mail, at the respective address listed above or at a substitute address designated through written notice by the party concerned. Notices shall be deemed given when mailed or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt.

7. MISCELLANEOUS

7.01 (a) The parties hereto agree that: (i) all understandings and agreements heretofore made between them with respect to the subject matter hereof are merged in this Agreement, which fully and completely expresses their agreement with respect to the subject matter hereof and (ii) except as specifically set forth herein, all prior agreements among the parties with respect to such subject matter are superseded by this Agreement which integrates all promises, ancillary or collateral oral or written agreements, arrangements, conditions and understandings between the parties with respect to such subject matter. In addition, you acknowledge that neither MFMNG nor any person acting on its behalf (including its agents, its representatives and its attorneys) has made any promise, representation or warranty whatsoever, express or implied, oral or written, not contained herein and you further acknowledge that you have not executed, and have not been induced to execute, this Agreement in reliance upon any promise, representation or warranty. No change or termination of this Agreement shall be binding upon MFMNG unless it is made by an instrument signed by an authorized officer of MFMNG. No change of this Agreement shall be binding on you unless it is made by an instrument signed by you. A waiver of any provision of this Agreement in any instance shall not be deemed or construed as a waiver of such provision, or any other provision hereof, as to any future instance or occurrence. All remedies, rights, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. The captions of the articles in this Agreement are included for convenience only and shall not affect the interpretation of any provision hereof.

(b) MFMNG may assign its rights hereunder in whole or in part to any subsidiary, affiliated or controlling corporation, to any Person owning or acquiring a substantial portion of the stock or assets of MFMNG, to any partnership or other venture in which MFMNG participates, and such rights may be similarly assigned by any assignee, or to any third party at MFMNG's sole discretion.

C. H.

7.02 Neither party shall be entitled to recover damages or to terminate this Agreement by reason of any breach by the other party of its material obligations, unless the latter party has failed to remedy the breach within thirty (30) calendar days following receipt of notice thereof. If you claim that additional monies are payable to you hereunder, MFMNG shall not be deemed in material breach of this Agreement unless such claim is reduced to a final judgment by a court of competent jurisdiction and MFMNG fails to pay you the amount thereof within thirty (30) calendar days after MFMNG receives notice of the entry of such judgment.

7.03 THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF FLORIDA, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF FLORIDA (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER FLORIDA LAW). THE FLORIDA COURTS (STATE AND FEDERAL), ONLY, SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT; ANY ACTION OR OTHER PROCEEDING WHICH INVOLVES SUCH A CONTROVERSY SHALL BE BROUGHT IN THOSE COURTS, IN HILLSBOROUGH COUNTY, AND NOT ELSEWHERE. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. ANY PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY, AMONG OTHER METHODS, BE SERVED UPON YOU (AND UPON ANY PERSON ASSENTING TO THIS AGREEMENT) BY DELIVERING IT OR MAILING IT, BY REGISTERED OR CERTIFIED MAIL, DIRECTED TO THE ADDRESS FIRST ABOVE WRITTEN OR SUCH OTHER ADDRESS AS YOU (OR SUCH OTHER PERSON) MAY DESIGNATE. ANY SUCH PROCESS MAY, AMONG OTHER METHODS, OR ANY OTHER PERSON WHO APPROVES, RATIFIES OR ASSENTS TO THIS AGREEMENT TO INDUCE MFMNG TO ENTER INTO IT, BY DELIVERING THE PROCESS OR MAILING IT BY REGISTERED OR CERTIFIED MAIL, DIRECTED TO THE ADDRESS FIRST ABOVE WRITTEN OR SUCH OTHER ADDRESS AS THE OTHER PERSON CONCERNED MAY DESIGNATE. ANY SUCH DELIVERY OR MAIL SERVICE SHALL BE DEEMED TO HAVE THE SAME FORCE AND EFFECT AS PERSONAL SERVICE WITHIN THE STATE OF FLORIDA.

7.04 In entering into this Agreement, and in providing services pursuant hereto, you shall have the status of an independent contractor and nothing herein contained shall contemplate or constitute you as MFMNG's agent or employee. Monies to be paid to you hereunder shall not be assignable by you without MFMNG's written consent, which MFMNG may withhold in its unrestricted discretion, subject to the next sentence. You may assign amounts to be paid to you under this Agreement, provided: (a) no more than one (1) such assignment shall be binding on MFMNG at any time and, if MFMNG is notified of more than one (1) such assignment, MFMNG shall have the right to rely conclusively on priority of notice to MFMNG in according priority amongst assignments; (b) each such assignment shall be subordinate to MFMNG's continuing right to apply all such amounts due or becoming due in recoupment of the Advance, loans and other offsets which may be recoupable from amounts due and owed to you hereunder, including but not limited to, those made under agreements entered into by MFMNG and you after the date of the assignment concerned; and (c) no such assignment shall be effective until it

has been accepted in writing by MPMNG. MPMNG shall not unreasonably withhold acceptance of an assignment, which is consistent with the terms and conditions of this paragraph, provided that MPMNG shall not be obligated to consent to any assignment of monies which is made as security or collateral for a loan or other obligation.

7.05 This Agreement shall not become effective until executed by both MPMNG and you. Any and all Exhibits, Schedules, Acknowledgements or other documents attached hereto shall be deemed to constitute the Agreement between you and MPMNG. You hereby represent and warrant that you have had the opportunity to read, review and understand this Agreement, and seek independent counsel with respect to the same. In the event that you fail to obtain independent counsel for purposes of this Agreement, you shall have voluntarily waived such right and enters into this Agreement with full knowledge and understanding of its terms and conditions. Your initials after your name at the end of this sentence represent that you acknowledge, understand and agree to the contents of this provision. Cedric D. Hill C.H.

MPMaG Productions, LLC ("MPMNG")


By: 

Michel Jacobviti, Co-Managing Member

Cedric D. Hill ("you" or "your")



SSN: 

Date of Birth: 

C.H.

EXHIBIT A

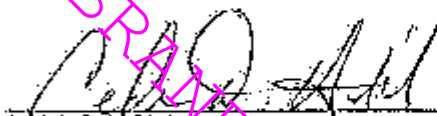
to an Assignment Agreement by and between MFMnG Productions, LLC located at c/o Christopher J. Cabott, Esq., One Liberty Place, 1650 Market Street, 56th Floor, Philadelphia, PA 19103, and Cedric Dornaine Hill located at 10707 Sorsby Lane, Houston, TX 77047.

To: ALL RECORD MANUFACTURERS
LICENSED TO REPRODUCE
RECORDINGS SPECIFIED
HEREINBELOW

To: ALL OTHER PARTIES
IN INTEREST


Please be advised that effective as of June 25, 2013 I have irrevocably and perpetually granted and assigned to MFMnG Productions, LLC the exclusive right, title and interest, throughout the world, that I received under the Sample Agreements attached hereto and made a part herewith as Schedule 1 relative to the sound recordings titled "Over My Dead Body" and "H.Y.F.R (Hell Yeah Fucking Right)," which were both originally performed by the recording artist professional known as "Drake" (individually and collectively the "Recordings"). As a part of such grant and assignment, MFMnG has the right to, among other things:

- (i) administer and grant rights in and to my interests in the Recordings under the terms of the Sample Agreements; and
- (ii) collect all monies payable with respect to my interests in the Recordings under the terms of the Sample Agreements.


Cedric D. Hill

Date: June 25, 2013

SSN: 

Date of Birth: 

C. H

SCHEDULE 1

Sample Agreements

ct



DMG Clearances, Inc.

Music Clearances for Film, Television, Samples, and New Technology

October 20, 2011.

13 Robin Drive
Hockessin, DE 19707
302.339.6137
302.339.6873 fax
jchitash@dmgclearances.com

Cedric Hill
E and B Dream

www.dmgclearances.com

Re: Drake "HYFR" contains samples from "Swanging and Banging" as performed by ESG (SFL Entertainment)

Dear Cedric,

I am writing to confirm your quote whereby SFL Entertainment ("Licensor") has agreed to license the aforementioned Sampled Sound Recording "Swanging and Banging" as performed by ESG (the "Sampled Sound Recording") for inclusion in the New Recording tentatively entitled "HYFR" (the "New Recording") as performed by Drake ("Artist").

For the right to incorporate elements of the Sampled Sound Recording into the New Recording, Licensor has agreed to a quote consisting of an advance fee of Two-Thousand Five-Hundred (\$2,500) recoupable against a royalty of two and a half (2.5%) percent. It is my understanding that the grants of rights provided for by Licensor hereunder shall be granted throughout the World in perpetuity, and shall include without limitation the following rights:

1. Uses in all audio configurations now known or hereinafter devised (including but not limited to, physical configurations (i.e., CD's), digital downloads, streaming, ringtones and ring tones); and
2. All audio-visual configurations now known or hereinafter devised (including but not limited to a music video and gratis promotional uses thereof, as well as permanent digital downloads and streaming); and
3. Any other third party licensing requests to which Artist has consented (including but not limited to, master use-synchronization licenses).

For the avoidance of doubt, the royalty rate of 2.5% of PPD (pro-rated by the number of tracks on a particular configuration) shall apply to the exploitation of the New Recording in physical products, digital downloads and ringtones in all media or configurations now known or hereinafter devised. This royalty rate shall apply to both audio and audio-visual uses.

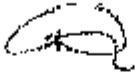
The royalty rate of 10% of artist net-receipts shall apply to the exploitation of the New Recording in ringtones, streaming, third-party licenses and any other flat fee income directly attributable to the exploitation of the New Recording, in all media or configurations now known or hereinafter devised. This royalty rate shall apply to both audio and audio-visual uses.

C.H.

It is acknowledged that royalties shall only be payable for uses of the New Recording that actually incorporate the Sampled Sound Recording and that no rights have been granted to license samples of the New Recording that contain samples of the Sampled Sound Recording.

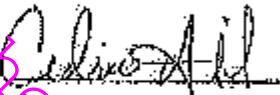
It is my understanding that Licensor warrants and represents that they are authorized, empowered, and able to enter into and fully perform its obligations under these terms. If this is to your understanding, please sign below and fax back to me at (302) 299-6875.

Best regards,



Deborah Maurits-Gardner

Agreed and approved



Dated as of: 10-27-11

C.H.



DMG Clearance, Inc.

Music Clearance for Film, Television, Samples, and More Technology

October 20, 2011

13 Nelson Drive
Hockessin, DE 19707
302.239.6337
302.239.6875 fax
info@dmgclearance.com

Cedric Hill
E and B Dream

www.dmgclearance.com

Re: Drake "Over My Dead Body" contains samples from "Snailin'
Da South" as performed by DJ Screw (SFL Entertainment)

Dear Cedric,

I am writing to confirm your quote whereby SFL Entertainment ("Licensor") has agreed to license the aforementioned Sampled Sound Recording "Snailin' Da South" as performed by DJ Screw (the "Sampled Sound Recording") for inclusion in the New Recording tentatively entitled "Over My Dead Body" (the "New Recording") as performed by Drake ("Artist").

For the right to incorporate elements of the Sampled Sound Recording into the New Recording, Licensor has agreed to a quote consisting of an advance fee of Two-Thousand Five-Hundred (\$2,500) recoupable against a royalty of two and a half (2.5%) percent. It is my understanding that the grants of rights provided for by Licensor hereunder shall be granted throughout the World in perpetuity, and shall include without limitation the following rights:

1. Uses in all audio configurations now known or hereinafter devised (including but not limited to, physical configurations (i.e. CD's), digital downloads, streaming, ringbacks and ring tones); and
2. All audio-visual configurations now known or hereinafter devised (including but not limited to a music video and gratis promotional uses thereof, as well as permanent digital downloads and streaming); and
3. Any other third party licensing requests to which Artist has consented (including but not limited to, master use synchronization licenses).

For the avoidance of doubt, the royalty rate of 2.5% of PPD (pro-rated by the number of tracks on a particular configuration) shall apply to the exploitation of the New Recording in physical products, digital downloads and ringtones in all media or configurations now known or hereinafter devised. This royalty rate shall apply to both audio and audio-visual uses.

The royalty rate of 10% of artist net-receipts shall apply to the exploitation of the New Recording in ringbacks, streaming, third-party licenses and any other flat fee income directly attributable to the exploitation of the New Recording, in all media or

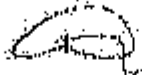
C.A.

configurations now known or hereinafter devised. This royalty rate shall apply to both audio and audio-visual uses.

It is acknowledged that royalties shall only be payable for uses of the New Recording that actually incorporate the Sampled Sound Recording, and that no rights have been granted to license samples of the New Recording that contain samples of the Sampled Sound Recording.

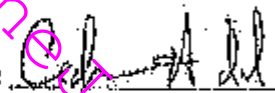
It is my understanding that Licensor warrants and represents that they are authorized, empowered, and able to enter into and fully perform its obligations under these terms. If this is to your understanding, please sign below and fax back to me at (302) 239-6875.

Best regards,



Deborah Mannis-Gardner

Agreed and approved:



Dated as of: 10/27/11

C. H.

ACKNOWLEDGMENT

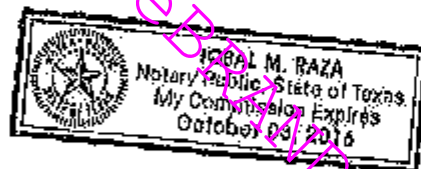
STATE OF TX

COUNTY OF BRAZORIA ss:

On 26th June, 2013, before me, the undersigned, personally appeared, Cedric D. Hill, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument, and that such individual made such appearance before the undersigned in

Sworn to before me this 26th day of JUNE, 2013

[Signature]
Notary Public



C.D.H.

EXHIBIT C

Cure Notice

Law Office
LLOYD ZANE REMICK
Attorney and Professor of Law

Lloyd Z. Remick
remick@braverlaw.com

Christopher J. Cabott
ccabott@braverlaw.com

Kaitlyn O'Neill
konelli@braverlaw.com

October 31, 2013

**VIA CERTIFIED MAIL, R/R/R
AND ELECTRONIC MAIL**

Cash Money Records, Inc.
c/o Edward R. Grauer, Esq.
1755 Broadway, 2nd Floor
New York, NY 10019

Re: Notice of Material Breach

Mr. Grauer:

I am counsel to MFMnG Productions, LLC ("MFMnG") and am writing with respect to the enclosed Sample Clearance Agreement (the "Sample Clearance") dated October 20, 2011 by and between Cedric Hill and DMG Clearances, Inc. ("DMG"); and the enclosed Assignment Agreement (the "Assignment") dated June 25, 2013 by and between MFMnG and Mr. Hill. Under the terms of the Sample Clearance, DMG, on behalf of Cash Money Records, Inc. ("Cash Money"), cleared the rights to use Mr. Hill's sound recording "Swanging and Banging" as a sample on Cash Money recording artist Drake's sound recording "H.Y.F.R." and Mr. Hill's sound recording "Sailing Da South" as a sample in Drake's sound recording "Over My Dead Body." ("H.Y.F.R." and "Over My Dead Body" are collectively referred to hereafter as the "Recordings"). The Recordings were embodied on Drake's "Take Care" album (the "Album").

Under the terms of the Sample Clearance, Mr. Hill is to receive a two and a half percent (2.5%) royalty on the PPD (pro-rated by the number of tracks on a particular configuration e.g. the Album) and other exploitations of the Recordings in physical products, digital downloads and ringtones in all media or configurations now known or hereafter devised, along with a ten percent (10%) royalty of Drake's net receipts from the exploitation of the Recordings in ringbacks, streaming, third-party licensing and any other flat fee income directly attributable to such exploitation. Mr. Hill transferred his rights to the aforementioned royalties (the "Royalties") to MFMnG under the terms of the Assignment. Mr. Hill had not received payment for the Royalties prior to entering into the Assignment.

To date, MFMnG has not received an accounting or payment for the Royalties. I have contacted Cash Money numerous times through correspondence with you and other attorneys in your office of Business and Legal Affairs at Cash Money regarding the same. Cash Money's failure to remit such payment is a material breach of the Sample Clearance.

Demand is hereby made that Cash Money cure such breach and send an accounting and remit payment to MFMnG for the Royalties on or before November 11, 2013. In the event that Cash Money fails to cure such breach by the applicable deadline, MFMnG will proceed with all available forms of legal recourse against all entities and individuals involved with this matter.

All rights are hereby expressly reserved. Please be guided accordingly.

Very truly yours,



Christopher J. Cabott, Esq.

cc: Janel Brown, Esq. (via email only)
Deborah Mannis-Gardner (via email only)
Miro Oballa, Esq. (via email only)

Enclosures

EXHIBIT D

Notice of Material Breach

Law Office
LLOYD ZANE REMICK
Attorney and Professor of Law

Lloyd Z. Remick
remick@braverlaw.com

Christopher J. Cabott
ccabott@braverlaw.com

Kaitlyn O'Neill
koneill@braverlaw.com

November 13, 2013

VIA CERTIFIED MAIL R/R/R
AND ELECTRONIC MAIL

Cash Money Records, Inc.
c/o Edward R. Grauer, Esq.
1755 Broadway, 2nd Floor
New York, NY 10019

Re: Confirmation of Material Breach

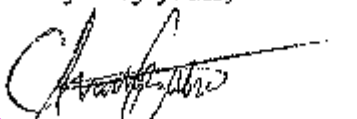
Mr. Grauer:

According to the enclosed Notice of Material Breach ("Notice"), Cash Money Records, Inc. ("Cash Money") had until November 11, 2013 to remit payment to MFMnG Productions, LLC ("MFMnG") for royalties owed to MFMnG under the Sample Clearance (as that term is defined in the Notice).

The Notice was sent via electronic mail and certified mail on October 31, 2013. The foregoing breach described further in the Notice has not been cured to date and was not cured within the aforementioned deadline. The breach described in the Notice is therefore confirmed as material.

MFMnG will now move forward with all available means of legal recourse against all entities and individuals involved with this matter. In this case, the material breach is also willful, which affords MFMnG additional rights. All rights are hereby expressly reserved. Please be guided accordingly.

Very truly yours,


Christopher J. Cabott, Esq.

cc: Janel Brown, Esq. (via email only)
Deborah Mannis-Gardner (via email only)
Miro Oballa, Esq. (via email only)

Enclosures

One Liberty Place • 1650 Market Street • 56th Floor • Philadelphia, PA 19103-7334
Tel: 215-675-3803 • Fax: 215-675-3801 • lzt@braverlaw.com
website: zane-management.com

EXHIBIT E

Email Statement

Kaitlyn O'Neill

From: Christopher Cabott
Sent: Monday, March 09, 2015 12:03 PM
To: Kaitlyn O'Neill
Subject: FW: Ramon Owens_Payment

Importance: High

-----Original Message-----

From: Janel Brown [mailto:jbrown@egrauerlaw.com]
Sent: Wednesday, October 08, 2014 5:55 PM
To: Christopher Cabott
Subject: RE: Ramon Owens_Payment
Importance: High

Just to keep you up to date I have requested 2 checks:

117,339.00 SOUNDKILLERS LLC
117,364.72 MFMNG PRODUCTIONS INC.

Janel Brown
CASH MONEY RECORDS, INC.
Business & Legal Affairs
1755 Broadway, 2nd Floor
New York, New York 10019

LAW OFFICE OF EDWARD GRAUER, P.C.
**not admitted to bar
1755 Broadway, 2nd Floor
New York, New York 10019

Tel.: (212) 841-5129
E-Mail: jbrown@egrauerlaw.com

-----Original Message-----

From: Christopher Cabott [mailto:Cabott@braverlaw.com]
Sent: Tuesday, October 07, 2014 5:53 PM
To: Janel Brown
Subject: RE: Ramon Owens_Payment

Perfect. The payee for the Mirror royalties would be "The SoundKillers, LLC".

-----Original Message-----

From: Janel Brown [mailto:jbrown@egrauerlaw.com]
Sent: Tue 10/7/2014 5:14 PM
To: Christopher Cabott
Subject: RE: Ramon Owens_Payment

Gotcha, will make sure I get those

Janel Brown
CASH MONEY RECORDS, INC.
Business & Legal Affairs
1755 Broadway, 2nd Floor
New York, New York 10019

LAW OFFICE OF EDWARD GRAUER, P.C.
**not admitted to bar
1755 Broadway, 2nd Floor
New York, New York 10019

Tel.: (212) 841-5129
E-Mail: jbrown@egrauerlaw.com

-----Original Message-----
From: Christopher Cabott [mailto:Cabott@braverlaw.com]
Sent: Tuesday, October 07, 2014 5:43 PM
To: Janel Brown
Subject: RE: Ramon Owens_Payment

Just a point of clarification that the royalties on the samples get paid to MPFNG Productions, LLC. We never received a final tally on those. You sent some numbers on the singles, but we never received it on the album or mastertones.

-----Original Message-----
From: Janel Brown [mailto:jbrown@egrauerlaw.com]
Sent: Tue 10/7/2014 5:37 PM
To: Christopher Cabott
Subject: RE: Ramon Owens_Payment

Of course I know you didn't :) but desperate times call for desperate measures and I don't disagree at all. Would you like to include your other royalties as well on the samples? :)

Janel Brown
CASH MONEY RECORDS, INC.
Business & Legal Affairs
1755 Broadway, 2nd Floor
New York, New York 10019

LAW OFFICE OF EDWARD GRAUER, P.C.
**not admitted to bar
1755 Broadway, 2nd Floor
New York, New York 10019

Tel.: (212) 841-5129
E-Mail: jbrown@egrauerlaw.com