

**SUPREME COURT FOR THE STATE OF NEW YORK
COUNTY OF NEW YORK**

	X	
PHILLIP PITTS p/k/a “Bang Out”,	:	
	:	Index No. 650052/2018
Plaintiff,	:	
	:	AMENDED
-against-	:	VERIFIED COMPLAINT
	:	
TERAIKE “STYLES” CRAWFORD and	:	
DANGEROUS LLC,	:	
	:	
Defendants.	:	
	X	

Plaintiff Phillip Pitts p/k/a “Bang Out” (“Pitts” or “Plaintiff”), by and through his under-
signed attorneys, brings this action for Breach of Contract, Conversion and an Accounting
against Defendants Teraike “Styles” Crawford (“Crawford”) d/b/a Dangerous LLC, (Crawford
and Dangerous collectively “Defendants”) and allege as follows:

THE PARTIES

1. Plaintiff Phillip Pitts (“Pitts”), an individual, is a music songwriter and producer residing
in New York at 1039 Bay 30th Street Far Rockaway NY 11691.
2. Defendant Dangerous LLC (Dangerous”) is a single Member New York limited Liability
Company with a principal place of business located 145 Van Buren St., Brooklyn, New York,
11221.
3. Defendant Teraike “Styles” Crawford (“Crawford”), is an individual residing in New
York at 10117 Seaview Ave, Brooklyn NY 11236 and the sole Member of Dangerous, LLC.
4. Defendant Crawford and Dangerous at all times acted as the agents and employee of the
other and that in doing the things herein alleged were acting in in the course and scope of such
agency, employment, and/or conspiracy.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over all Defendants pursuant to New York Civil Practice Law and Rules Sec 301 and 302 because they were transacting business in the State of New York, having engaged in acts in violation of Plaintiff's rights in the State of New York, and/or have been and are causing injury to Plaintiff in the state of New York.

6. Venue is proper in the County of New York pursuant to the Producer Services Agreement (the "Agreement") between Pitts and Dangerous which provides for sole jurisdiction in New York for any controversies regarding the Agreement.

FACTS

7. Defendants Crawford and Dangerous advertise themselves as a music producer and music production company working in the urban or rap music industry.

8. Defendants Crawford and Dangerous do not actually write or produce rap music. Rather Crawford acts as a "middle-man" between an actual music producer and an artist and then tries to sell the results.

9. In this case, the "actual" music producer is Plaintiff Pitts, and one the artist that Pitts co-wrote for and produced is well known multi-million album selling rap artist, icon, actor, and Grammy Award winner, Curtis Jackson III, professionally known as **50 Cent**, and two (2) of the recordings at the center of this dispute are called "In My Hood" and "Disco Inferno" commercially released on the Album "The Massacre" by **50 Cent** on Shady Records, Aftermath Records, Interscope Records and Universal Music Group (collectively hereafter "Universal Music Group") in March of 2005. The Album "The Massacre" peaked at #1 on the *US Billboard 200*, selling 1.15 Million copies in its first week.

**Production Services Agreement
Between Pitts And Dangerous**

10. On or around August 9, 2004, Pitts signed a Production Services Agreement with Dangerous. See **Exhibit A** - Production Services Agreement.

11. Under the Production Agreement, the Ownership of the Master Recordings produced by Pitts are owned 100% by Dangerous subject to the payment of royalties. *Id.*, ¶ 4, Ownership of the Masters.

12. Under the Production Agreement, Pitts is guaranteed to receive from Dangerous a basic producer royalty in an amount equal to: one (1%) percent of the retail list price of Phonograph records embodying the Masters and/or a 1/3rd Percentage of Dangerous' net amount received by or credited to Dangerous. (*Id.*, ¶¶ 5(a) and 5(d) – Royalties).

13. Typically, a music producer receives 3% of the retail list price (or points as they are referred to), so upon information and belief, had the Production Agreement been observed, Pitts would receive one (1%) percent and Dangerous would receive two (2%) percent. The ratio is 1/3rd—2/3rd of the 3 producer points.

G Unit Records/Universal Assignment

14. Upon information and belief, on or around February 14, 2005 (effective November 1, 2004), Dangerous sold and assigned to G-Unit Records, (owned by **50 Cent** and Universal Music Group), Dangerous' rights to the Master Recordings and Compositions to "In My Hood" and "Disco Inferno", produced by Pitts.

Avant “So Many Ways”

15. Upon information and belief, in early 2006, Defendant’s also sold or licensed another recording co-written and produced by Pitts titled “So Many Ways” performed by the artist professionally known as “Avant”.
16. “So Many Ways” was sold or licensed by Defendants to Geffen Records, another record label owned or controlled by Universal Music Group. “So Many Ways” was released April 25, 2006, and reached Number 1 on *Billboard’s* Top R&B/Hip Hop Albums chart.
17. Plaintiff Pitts was not credited as a producer or co-producer but Defendant, “C. Styles” (Crawford Styles) is in order to mask Crawford’s conversation of Plaintiff’s royalties.
18. Universal Music Group claims that they cannot find any producer agreement or letter of direction for payment regarding Defendants or Plaintiff producing “So Many Years” despite being the Distributor of the recording.

Release Agreement Between Pitts And Dangerous

19. Upon information and belief, on or around July 10, 2006, Dangerous and Pitts entered into a Release Agreement of the Producer Services Agreement. *See Exhibit B*, Release Agreement.
20. Under the Release Agreement, Dangerous’ obligation remained to pay royalties to Pitts on five (5) recordings Pitt’s co-write and produced: (i) “In My Hood” and (ii) “Disco Inferno” by **50 Cent**; (iii) “So Many Ways” by **Avant**; (iv) “Hands Up” by **Lloyd Banks**; and (v) “Car Wash” from the Shark Tale Movie. *Id.* ¶¶ 2 and 3.
21. Also, Under the Release Agreement, Dangerous agreed to direct G-Unit to accord Pitts producer credit and Dangerous also agreed to execute an Irrevocable Letter of Direction to G-Unit so that Pitts would receive his royalties directly from Universal Music Group, the world’s

largest music company that manufactures, distributes, sells, and provides accounting on behalf of G-Unit Records. *See, Exhibit C, ¶ 5 – Irrevocable Letter of Direction.*

22. On or around August 8, 2006, Dangerous furnished G-Unit Records and Universal Music Group, (which also consisted of Interscope Geffen A&M) with the Irrevocable Letter of Direction for Pitts to be paid directly from Universal Music Group, one (1%) percent of the producer royalty out of the “total” three (3%) percent producer royalties payable to Dangerous on “In My Hood” and “Disco Inferno” by **50 Cent**, and “Hands Up” by **Lloyd Banks**. *Id.*, ¶ 1.

23. Along with the Irrevocable Letter of Direction supplied to G-Unit/Universal Music Group for direct payment to Pitts was a W-9 form with Pitts’ tax information completed. *Id.*

**Universal Refused To Honor The
Irrevocable Letter Of Direction**

24. Upon information and belief, Universal received the Irrevocable Letter of Direction from Dangerous sometime in late 2006 and observed and complied with the Letter of Direction in regard to payment to Pitts for producing “Hands Up” by **Lloyd Banks**.

25. However, Universal refused to honor the Letter of Direction regarding “In My Hood” and “Disco Inferno” by **50 Cent** claiming the Letter of Direction was not received in a timely fashion.

26. Although it is customary practice for Major Record Companies to honor properly drafted Letters of Direction, in this situation even though the Letter of Direction was properly drafted, Universal declined to observe it (claiming that it “had already begun paying Dangerous and that Mr. Pitts will need to contact Mr. Crawford directly for royalties” due to Pitts for “In My Hood” and “Disco Inferno”). *See, Exhibit D* (email from Mark Gomez, royalty manager for Universal to Dan Sassone, Pitt’s manager dated May 25, 2016).

27. Despite repeated demands to receive payment and an accounting from Dangerous, Pitts has never received any royalties for the two (2) huge selling and streamed songs by **50 Cent** nor "So Many Ways" by **Avant**, all of which have certainly generated large sums of money, the exact sum of which is currently unknown to Plaintiff absent an accounting Crawford, Dangerous and their professional agents such as Universal.

28. Because Dangerous has been receiving from Universal and converting Pitt's royalties and because Dangerous and his transactional attorney Matthew Middleton, Esq. have refused respond to Plaintiff's demands, Plaintiff has been and continues to be damaged.

FIRST CAUSE OF ACTION
Breach Of Contract

29. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs of the Complaint as though set forth fully here at length.

30. Defendants have breached The Producer Services Agreement and the Release Agreement by not paying Plaintiff Pitts his producer royalties owed for "In My Hood", "Disco Inferno", and "So Many Ways".

31. Absent a full accounting by Defendants, Plaintiff is not presently aware of the exact amounts of damages resulting from Defendants' breaches, however, the sums of money are substantial and exceed \$500,000.

32. Plaintiff has performed all of his obligations under the Producer Services Agreement and Release Agreement.

33. As a proximate result of Defendants' breaches, Plaintiff has been damaged in an amount that is believed to be in excess of the \$500,000 minimum jurisdiction of the Commercial Division of this Court.

SECOND CAUSE OF ACTION

Conversion

34. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs of the Complaint as though set forth fully here at length.

35. Under the Producer Services Agreement and the Release Agreement Defendants owe a duty to Plaintiff to pay him his royalties, for work created by the Plaintiff and which are contractually Plaintiff's property.

36. Defendants are wrongfully and intentionally depriving Plaintiff of his property.

37. Upon information and belief Crawford has diverted away from Plaintiff and given to himself, Plaintiff's property right to royalties for co-writing and producing the hit songs, "In My Hood", "Disco Inferno", and "So Many Ways".

38. Every time that Defendants received and continues to receive royalties from Universal (which include Plaintiff's royalties) and Defendant did not contact Plaintiff and pay over to Plaintiff his royalties, Defendants committed repeated acts of Conversion, the equivalent of theft.

39. Defendants "serial" acts of conversion (despite Defendant's attempt to provide a letter of direction to Universal) are oppressive, fraudulent, committed with malice and in conscious disregard of Plaintiff's rights, causing him to suffer consequential damages in excess of the \$500,000 minimum jurisdiction of the Commercial Division of this Court.

40. Plaintiff is also entitled to an award of punitive damages.

THIRD CAUSE OF ACTION

Unjust Enrichment

41. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs of the Complaint as though set forth fully here at length.

42. In doing the wrongful acts alleged, Defendants have been and are unjustly enriched to the detriment and loss of Plaintiff, including but not limited to, diverting to themselves and away from Plaintiff, Plaintiff's compensation for his work.

43. As a direct and proximate result of Defendants' unjust enrichment as alleged herein, Plaintiff is entitled to restoration and disgorgement from Defendants of all income wrongfully diverted from Plaintiff, including but not limited to, all gains that Defendants have realized from collecting and keeping Plaintiff's royalties.

44. Defendants' acts of unjust enrichment (profiting and benefiting at the Plaintiff's expense) are oppressive, fraudulent, committed with malice and in conscious disregard of Plaintiff's rights, causing him to suffer consequential damages in excess of the \$500,000 minimum jurisdiction of the Commercial Division of this Court.

45. Plaintiff is also entitled to an award of punitive damages.

FOURTH CAUSE OF ACTION

Accounting

46. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs of the Complaint as though set forth fully here at length.

47. A fiduciary or other trust relationship exists between Pitts on the one hand and Defendants on the other hand for which an accounting of Defendant's books and records is appropriate to the extent necessary to trace the royalties due and owed to Plaintiff as described above.

48. Defendants' also have a duty under the contract to Plaintiff which obligates the Defendants to account and disclose all financial information material to Plaintiff's royalty entitlement.

49. Defendants' failure to provide an accounting to Plaintiff is a direct and material breach of both the Producer Services Agreement and the Release Agreement.

50. Pitt's right to receive his producer royalty is bolstered by the Irrevocable Letter of Direction which has been arbitrarily rejected by Universal Music Group.

51. In the absence of an accounting of Defendants' books and records as well as Defendants' agents, such as Universal Music Group, Pitts cannot know the precise amount of monies received by Defendants (as either an advance or royalties) earned from the exploitation of the three recordings in question.

52. As agent for Defendants, Universal Music Group as a matter of proper business practice, maintains detailed statements of all royalty transactions between Universal and the Defendants.

53. The detailed statement of transactions maintained by Universal Music Group is similar to a general ledger in that it reflects revenues generated from various sources.

54. The detailed statement of transactions is kept current and in a reasonable permanent form and manner and goes back to the very first sale of the recordings until present and is "open" meaning that Universal Music Group is continually exploiting the three recordings in many ways including, but not limited, to Album sales, digital downloads, ringtones, but also "streaming" and other advertising and revenue generating broadcast and commercial performances.

55. As a result of the foregoing, there are present and future transactions arising from the commercial exploitation of the subject recordings which will produce royalty income to the Plaintiff and the right to accounting from the Defendants and their agents, including Universal, should therefore be ordered by this Court to continue unless Plaintiff agrees otherwise.

56. In the absence of the Court ordering an accounting from Defendants and their agents, Plaintiff will continue to suffer consequential damages in excess of the \$500,000 minimum jurisdiction of the Commercial Division of this Court.

FIFTH CAUSE OF ACTION
Declaratory Judgment

57. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs of the Complaint as though set forth fully here at length.

58. Universal and the Defendants are legally obligated under the Producer Services Agreement, the Release Agreement and the Irrevocable Letter of Direction to account directly to Plaintiff on Defendant's behalf.

59. The Defendants and the Defendants' agent Universal, as royalty manager, fiduciary, beneficiary and, perhaps a necessary party, unreasonably refused to comply with Plaintiff's demands for an accounting.

60. Plaintiff requests a Declaratory Judgment construing the underlying contracts, the Producer Services Agreement, the Release Agreement and the Irrevocable Letter of Direction, and determining that Defendants and the Defendants' agent Universal, as royalty manager, must comply with Plaintiff's demands for an accounting.

SIXTH CAUSE OF ACTION
Constructive Trust

61. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs of the Complaint as though set forth fully here at length.

62. Defendants and their professional agents have received royalties due and owned by Plaintiff and have a fiduciary duty to preserve and account for those monies.

63. Plaintiff requests that this Court impose a constructive trust upon the Defendants and Defendants' assets in a sum equivalent to all such royalties and monies wrongfully withheld by the Defendants and due and owed to Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands relief including:

1. An Order compelling Defendants and their agents to provide Plaintiff with an immediate accounting;
2. A Judgment against Defendants in an amount to be proven at trial but in excess of \$500,000 against Defendants for compensatory and punitive damages together with interest and costs;
3. A Judgment against Defendants for reasonable attorneys' fees;
4. A Declaratory Judgment construing the operative contracts and declaring Plaintiff's rights against the Defendants and their agents in conformity with the Complaint;
5. An Order and Judgment imposing an equitable lien and constructive trust against Defendants in an amount commensurate with those sums Defendants owe to Plaintiff; and
6. Such other and further relief as this Court deems just and proper.

Dated: January 7, 2018

/SS/ Kevon Glickman
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Attorneys for Plaintiff Phillip Pitts

VERIFICATION

I, Phillip Pitts, hereby verify that the statements made in the forgoing Verified Complaint are true and correct to the best of my knowledge, information, and belief. I understand that any false statements herein are subject to the penalties relating to unsworn falsification to authorities.

Date: January 7, 2018

By: 

Phillip Pitts
Plaintiff

EXHIBIT "A"

PRODUCTION SERVICES AGREEMENT, dated as of August 9, 2004 by and between Dangerous, LLC., a New York limited liability company, whose address is c/o Law Offices of Charles E. Austin, 304 Park Avenue South, 11th Floor, Brooklyn, New York 10010 (hereinafter "Company") and Phillip Pitts p/k/a "Bang Out" whose address is 674 Wyona Street, Brooklyn, New York 11207 (hereinafter "You" or "Producer"). In consideration of the respective covenants contained herein, the parties hereto, intending to legally bound hereby, agree as follows:

1. **Exclusive Services:**

(a) You acknowledge and agree that during the Term (as defined below), Company shall be entitled to your exclusive personal services as a producer, co-producer, arranger, songwriter, musician and programmer ("Production Services") of master recordings embodying the performances of various recording-artists and performers selected by Company. The master recording(s) produced hereunder are sometimes referred to individually as a "Master" or collectively as the "Masters".

(b) During the Term, you shall be available to furnish your Production Services on behalf of Company to produce third party artists selected by Company (any such artist, an "Outside Artist"), subject to prior consultation with you in connection with the reasonable creative compatibility of you and the respective Outside Artist and subject to the terms and conditions as set forth herein.

(c) During the Term, you shall be available to furnish your Production Services on behalf of Company to produce Company's exclusive recording artists (any such artist, a "Dangerous Artist"), subject to prior consultation with you in connection with the reasonable creative compatibility of you and the respective Dangerous Artist and subject to the terms and conditions as set forth herein.

(d) During the Term, you shall be available to record and re-record Compositions approved by company until a fully edited and equalized digital Master and Two-track analog stereophonic tape Master thereof, acceptable to Company in its sole discretion as technically and commercially satisfactory for the production of Records, are made and delivered to Company.

(e) You acknowledge that Company is not currently engaged in the distribution of records, except that Company may sell, license or otherwise transfer the Masters to third party record companies. You further acknowledge that Company may, during the Term, enter into various other agreements with one or more third party recording companies (hereinafter individually referred to as "Distributor") for the manufacture, sale and distribution of the Masters to be produced by you hereunder by such Distributor or their various licensees (hereinafter "Distribution Agreement").

2. **Term and Territory:**

(a) The term of this Agreement shall be for a period of two (2) years from the date hereof. Company shall have the irrevocable option to renew this agreement for an additional one (1) year period (the "Term").

- (b) The territory covered by this Agreement shall be the entire universe (the "Territory").

3. Grant of Rights:

(a) You hereby acknowledge, confirm and agree that Company shall be entitled to provide your Production Services during the Term to Dangerous Artists, Outside Artists and Distributor. The Dangerous Artists and the Outside Artists are hereinafter sometimes referred to individually as "Artist".

(b) In connection with the Master(s) to be produced pursuant to this Agreement, you shall work within the framework of a pre-approved recording budget ("Recording Budget"). The Recording Budget shall be inclusive of all recording costs. It is specifically understood and agreed that no royalties shall be payable to you hereunder unless and until the Artist or Distributor (as the case may be) has recouped the Recording Budget from the "Net Artist" royalties (i.e. the Artist's overall all-in basic U.S. album record royalty rate less the aggregate royalty rate applicable to all producers (including you) and third party royalty participants of the Album) in connection with the respective Album in which the Master is included. Following such recoupment from the "Net Artist" royalties you shall be paid a sum equal to the applicable producer royalty set forth below retroactively from the first record sold, subject to the recoupment from such royalties of the Advance (defined below) paid to Company and you as defined in Section 3(c) below.

(c) For and in consideration of the rights granted herein to Company and conditioned upon your full and faithful performance of the material terms and conditions contained herein, Company agrees to pay you an advance in an amount equal to Three Thousand (\$3,000.00) Dollars per accepted Master (the "Advance"). Company shall recoup the Advance and any additional costs incurred solely by Producer from your Gross Compensation (as defined below) earned from the respective Master for which the Advance payment was made or cost incurred.

(d) If any Master is produced by you with another producer(s), the Advance payable to you pursuant to Section 3(c) above with respect to such Master shall be pro-rated by multiplying such amount by a fraction, the numerator of which is one (1) and the denominator of which is the total number of producers (including you) rendering Production Services in connection with such Master.

(e) Such Advance shall be made one-half (1/2) upon your commencement of the recording of the Master(s) and one-half (1/2) upon acceptance of the Master by the Distributor. Such payments shall be conditioned upon Company having received the respective payment from the Distributor in connection with such recording project(s).

(f) In connection with any Master produced solely by you hereunder containing the performances of a Dangerous Artist and subject to a Distribution Agreement, your net advance for each such Master shall be no less than Three Thousand (\$3,000.00) Dollars per accepted Master (the "Advance"). Company shall recoup the Advance and any additional costs incurred solely by Producer from your Gross Compensation (as defined below) earned from the respective

Master for which the Advance payment was made or cost incurred.

(g) If any Master is produced by you with another producer(s), the Advance payable to you pursuant to Section 3(f) above with respect to such Master shall be pro-rated by multiplying such amount by a fraction, the numerator of which is one (1) and the denominator of which is the total number of producers (including you) rendering Production Services in connection with such Master.

(e) Such Advance shall be made one-half (1/2) upon your commencement of the recording of the Master(s) and one-half (1/2) upon acceptance of the Master by Company and the Distributor. Such payments shall be conditioned upon Company having received the respective payment from the Distributor in connection with such recording project(s).

4. Ownership of Masters:

(a) The Master(s) made hereunder, all records and reproductions made therefrom, the performances embodied therein, the results and proceeds of your services therefrom and the copyrights therein and thereto shall be and are entirely Company's property, in perpetuity, throughout the Territory, from the inception of their creation, free of any claims whatsoever by you or any persons claiming through or on behalf of you. Further, you hereby grant Company all rights of every kind and character, whether now known or hereafter created, in and to the results and proceeds of the services supplied hereunder. Without limiting the foregoing, Company and/or Distributor shall have the exclusive and perpetual right to the Master(s), the performances embodied therein, and the results and proceeds of all services embodied therein, and may sell, lease, license or otherwise exploit the Master(s), or refrain therefrom, throughout the Territory, upon such terms and conditions, in such records, and in such form and versions as Company may determine in its sole discretion.

(b) You acknowledge and agree that the Master(s) embodying your performances and the performances of Artist, that Company shall from the inception of its creation, be considered a "work made for hire" for Company within the meaning of the U.S. Copyright Law. If it is determined that a Master does not so qualify, then such Master, together with all rights in it, shall be deemed transferred to Company by this Agreement. Company shall be, in perpetuity throughout the Territory, the sole owner of all rights, title and interest in and to such Master(s), including the sound recording copyrights therein and the renewal rights thereto.

(c) Without limiting the generality of the foregoing, Company shall have the exclusive and perpetual right in Company's sole discretion to alter, change, modify or edit any of the Master(s) and all records and reproductions made therefrom, provided however that you may elect to forego credit. Company may perform records hereunder publicly and permit the public performance thereof and of all performances thereon throughout the Territory, in any medium and by any means whatsoever. You acknowledge that records manufactured embodying Master made pursuant to this Agreement may be released under any trademark, trade name or label designated by Company, its licensees and/or its assignees. Notwithstanding anything to the contrary contained herein, nothing contained herein shall require Company, its licensees and/or

its assignees to release records embodying the Master(s).

5. Royalties:

Conditioned upon the fulfillment of your obligations pursuant to this Agreement, Company shall pay the following royalties (which shall constitute your "Gross Compensation" hereunder) with respect to the sale of phonograph records embodying the Masters for which you have provided Production services as a producer for Company to any Artist or Distributor:

(a) For each Master solely produced by you hereunder and embodying the performances of an Outside Artist, a basic royalty in an amount which is equal to one (1%) percent of the retail list price of Phonograph records embodying such Masters, which are sold in the United States through normal retail channels. Such royalty shall be computed, pro-rated, reduced and paid (or not paid), subject to the same deductions, reductions and calculations (including, but not limited to, packaging deductions, configurational variations, free-goods, reserves against returns, royalties for Records sold outside the United States, key-outlet sales, club sales, PX sales, sales of cutouts, sales of Budget Records, sales at less than retail, sales inducement records, etc.) as Company's net basic royalty is computed, pro-rated, reduced and paid by the applicable Artist and/or Distributor in accordance with the applicable Distribution Agreement. Upon your written request, Company agrees to provide you with a redacted copy of the relevant royalty provisions of the applicable Distribution Agreement.

(b) In the event that Company utilizes the services of other producers or remixer to whom Company is obligated to pay a royalty or a share of Company's net basic royalty derived from any Master produced hereunder, your share of Company's net basic royalty with respect to any such Master shall be reduced by the greater of: (i) the actual amount of the royalty paid to such other producers or, remixers; or (ii) your otherwise applicable share of net receipts multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the total number of producers and/or remixers (including you) utilized on said Master Recording.

(c) Notwithstanding anything to the contrary contained herein, no royalty shall be payable to you until the Advance paid to you and the Record Budget in connection with the applicable Master or Album Project (as applicable) has been recouped pursuant to the terms of Company's corresponding Distribution Agreement.

(d) With respect to use of phonograph records for which Company has furnished your Production Services as a producer (i) for which Company or Company's affiliates receives a flat fee payment, and (ii) audiovisual works embodying such Masters for which Company receives payment from a third party, you shall receive a royalty equal to thirty three and one third (33 1/3%) percent of the net amount received by or credited to Company in connection with such ~~uses~~, which shall be pro-rated in accordance with Section 5(b) above, if applicable.

(e) Notwithstanding anything to the contrary contained Section 5(a) above, in connection with any Master solely produced by you containing Dangerous Artists, your net basic royalty for each such Master shall be two (2%) percent of the applicable retail base price, computed, pro-rated, reduced and paid as otherwise set forth herein.

(f) Intentionally deleted.

(g) Intentionally deleted.

(h) The expiration or earlier termination of this Agreement shall not affect Company's obligation to pay you your Gross Compensation or any right you may have to object to Company's accountings, or Company's recoupment rights, each of which shall remain in accordance with the Agreement. It is specifically understood and agreed that Company shall retain all rights granted to Company pursuant to the Agreement with respect to Master Recordings and Controlled Compositions delivered to Company by you under the Agreement. It is further understood that all warranties, representations and covenants made by you pursuant to the Agreement with respect to the Master Recordings and Controlled Compositions delivered to Company by you under the Agreement, including, without limitation, the re-recording restrictions contained in the Agreement, shall survive the expiration or earlier termination of the Term of the Agreement.

6. Co-Publish:

(a) You hereby irrevocably and absolutely assign, convey set over to Company, or its publishing designee sixty percent (60%) interest in the worldwide copyright (and all its extensions, renewals and modifications thereof) and all of your rights in and to any original material or, if copyrightable, any adaptation or arrangement of public domain material, which is written in whole or in part by Producer, or owned or controlled, directly or indirectly, by Producer, or by any person, firm or corporation associated or affiliated with Producer ("Controlled Composition") which is recorded pursuant to this Agreement. In consideration of such grant, Company shall pay the royalties as provided on the attached Exhibit "A".

(b) The aforesaid assignment shall be for the Territory and shall be for the term of copyright and any and all renewals, modifications and extensions thereof. Producer agrees to furnish Company with any and all documents which Company may reasonably deem necessary or desirable to confirm and protect its rights in such copyrights including, without limitation, applications for claims to copyright and assignments of copyright to be filed in the office of the United States Register of Copyrights. You hereby grant Company the right to sign such documents in your or your publishing affiliates name, and to make appropriate disposition of them.

(c) Producer represents and warrants that the Controlled Compositions subject hereto will be original and will not infringe upon any other musical or literary rights or upon any rights of any third party and Producer agrees to save and hold Artist, Company, Distributor and/or their licensees harmless from and against any and all liability, damage, cost or expense (including reasonable attorney's fees) which Artist, Company, Distributor or their licensees may pay or incur by reason of any breach or claim of breach of Producer's representations warranties hereunder.

(d) Company shall be the exclusive administrator of all rights in and to such Controlled Composition for the Territory. It shall be entitled to exercise any and all rights with respect to the control, exploitation and administration of each such Controlled Composition, including without

limitation, the sole right to grant licenses, collect all income and to use the name, likeness and biographical material of each composer, lyricist and songwriter of each such Controlled Composition for the full term of copyright (including all extensions, modifications and renewals thereof) in and to each Controlled Composition.

(e) Company shall compute royalties payable to you pursuant to Exhibit A attached hereto and will render a statement and pay royalties, less permissible offsets, on a semi-annual basis.

(f) Any assignment made of the ownership or copyright in, or right to license the use of, any Controlled Composition shall be made subject to the provisions hereof. The provisions and this Section are accepted by you, on your own behalf and on behalf of any other owner of any Controlled Composition or any rights herein.

(g) You hereby acknowledge and accept that the following constitutes the initial authorship and publishing splits for the underlying musical compositions embodied in the Existing Master(s), prior to any reductions caused by the operation of any co-publishing provisions, including without limitation those contained in this Section 6, or third party copyright ownership resulting from incorporation of any so-called "samples":

<u>Title</u>	<u>Author</u>	<u>Publisher</u>
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1.

7. Controlled Compositions:

All Controlled Compositions shall be and are hereby licensed to Company for use in the United States, at a royalty per selection equal to seventy-five (75%) percent of the minimum statutory per selection rate (without regard to playing time) in effect upon delivery of the Masters hereunder. All other aspects of Producer's mechanical royalties shall be computed and reduced in the same manner as Company's royalty is computed under the applicable Distribution Agreement.

8. Statements:

(a) Company shall within ninety (90) days after the close of each semi-annual period during the Term of this Agreement, and thereafter as long as Company collects or receives any Gross Compensation from the respective Dangerous Artist, Outside Artist or Distributor for which you have produced Masters, render a written accounting statement to you setting forth all Gross Compensation received by Company for such Masters during the preceding semi-annual period, specifying the source thereof and the deductions, if any. Each such accounting statement shall be accompanied by payment to you of the net sum thereon shown to be due to you for such accounting period. Company shall have the absolute right in accounting to you to rely upon statements received by Company from its Distributors and Company shall not be responsible in any manner for any error, omission or other inaccuracy in such statements.

(b) All royalty statements and all other accounts rendered by Company to you shall be binding upon you and not subject to any objection by you for any reason unless specific objection in writing, stating the basis thereof, is given to Company within eighteen (18) months from the date rendered. You shall be foreclosed from maintaining any action, claim or proceeding against Company in any forum or tribunal with respect to any statement or accounting due hereunder unless such action, claim or proceeding is commenced against Company in a court of competent jurisdiction within eighteen (18) months after the date such statement is rendered. You shall have the right to appoint a Certified Public Accountant, who is not then currently engaged in an outstanding audit of Company, to examine Company's sale books and records relating to the sale of records hereunder (but excluding any books and records relating to the manufacture of records) provided that such examination shall take place at Company's offices during normal business hours, on reasonable prior written notice. Examination may be conducted only once with respect to a particular statement and only within eighteen (18) months after the date such statement is rendered. In the event that you appoint a Certified Public Accountant or attorney in accordance with the previous sentence, who is then currently engaged in an audit of Company's books and records, the time in which you must commence an audit shall be tolled until such time as the previous audit is completed. You shall cause your accountant to deliver a true copy of accountant's examination of Company's books and records to Company.

9. **Credit:**

(a) Solely with respect to Phonograph Records that embody Masters which are solely produced by you hereunder, Company shall use reasonable efforts to cause the respective Distributor to afford you a credit in substantially the following form:

"Produced by Bang Out for Dangerous, LLC,"

in the same type, size, style and position as the credit afforded to any third party producers of equivalent stature as you on the liner notes and labels of all Records embodying Masters applicable Distributor's control.

(b) Notwithstanding anything to the contrary contained in Section 9(a) above, Company shall instruct the respective Distributor to afford you appropriate credit as a writer, musician, programmer, co-producer or producer (as the case may be) in accordance with such Distributor's usual practices.

(c) Producer shall not receive (or be entitled to receive) any credit in connection with the subject matter of this agreement except as set forth in Section 9(a) and 9(b) above. No inadvertent failure by Company (and/or any Distributor) to comply with this Section 9 will be deemed a breach of this Agreement, and you will not be entitled to injunctive relief to restrain the continuing use of any material used in contravention of this Section 9, provided that Company uses its reasonable good faith efforts to cure (or cause to be cured) such failure on a prospective basis.

10. **Warranties and Representations:**

You warrant and represent that:

- (a) You are under no disability, restriction or prohibition, whether contractual or otherwise, with respect to (i) your right to enter into this agreement, and (ii) your right to grant the rights granted to Company hereunder, to fully perform each and every term and provision hereof, and to record each and every Controlled Composition hereunder;
- (b) Company shall not be required to make any payment of any nature for, or in connection with, the acquisition, exercise or exploitation of rights by Company pursuant to this agreement, except as specifically provided herein;
- (c) You are, or will become, and will remain to the extent necessary to enable the performance of this agreement, a member in good standing of all labor unions or guilds, membership in which may be lawfully or contractually required for the performance of your services hereunder;
- (d) (i) Neither the "Materials" nor any use of the Materials by Company will violate or infringe upon the rights of any Person. "Materials" as used in this Section means any musical, artistic and literary materials, ideas and other intellectual properties, furnished or selected by you and contained in or used in connection with any Recordings made hereunder or the packaging, sale, distribution, advertising, publicizing or other exploitation thereof,
- (ii) Without limiting the generality of the foregoing, in rendering Production Services hereunder, you will not "sample" or otherwise incorporate into the Master (for convenience "Sample" or "Sampling" herein) or permit any other party to Sample any copyrighted or otherwise proprietary material ("Proprietary Material") belonging to any person, other than Artist or Company (such party an "Owner" without having first (A) notified Company of the Proprietary Material you intend to use and the identity of the Owners thereof, (B) obtained Company's prior written approval of such intended use; and (C) secured from Owner(s) a written agreement, in a form satisfactory to Company, that Company shall have the perpetual right to use such Proprietary Material in the Master and to exploit the Master in an manner hereunder, all either without any payment whatsoever to the Owner(s) or upon payment to Owner(s) of a payment approved by Company ("Clearance Efforts"). Company shall have no obligation to approve or to make any such payment, and Company's approval of any such payment shall not constitute a waiver of any of Company's rights or remedies.
- (iii) Notwithstanding anything to the contrary contained herein, if Company elects to undertake control of all the Clearance Efforts hereunder, which Company shall not be obligated to do, you acknowledge and agree that any payment made by Company in connection with such Clearance Efforts (the "Clearance Costs") shall, without limitation of Company's other rights and remedies, at Company's election, be treated as Recording Costs in connection with the Master at issue and shall be subject to the applicable approved budget hereunder.
- (iv) If Owner(s) seeks a share of the so-called "sound recording rights" and/or "publishing rights" for the use of the Proprietary Materials furnished by you in connection with the Masters, or any one of them:

(A) In connection with the Clearance Efforts of the so-called "sound recording rights" for the use of such Proprietary Material, any and all Clearance Costs, including without limitation, (1) contingency participation (whether expressed in a royalty or penny-rate terms, and including any advance against such contingency participation) conveyed, or (2) flat-fee "buy-out" paid, to any Owner(s) shall, as between you and Company, be borne solely by you.

(B) In connection with the Clearance Efforts of the so-called "publishing rights" for the use of such Proprietary Material, any conveyance or assignment to Owner(s) of any contingency and/or administration shall, as between Company and you, be borne solely by you.

(e) All of your representations and warranties shall be true and correct upon execution hereof and upon delivery of each Master hereunder, and shall remain in effect in perpetuity. Company's acceptance of Master or other Materials hereunder shall not constitute a waiver of any of your representations, warranties or agreements in respect thereof.

(f) With respect to each Master produced by you hereunder embodying the featured performances of a Dangerous Artist, you shall not perform or render any services for any Person other than Company, for the purpose of making Phonograph Records or Master Recordings embodying any Controlled Composition recorded hereunder, prior to the date five (5) years subsequent to the date of Delivery of the Master containing such Composition or two (2) years subsequent to the expiration date of the Term whichever is later.

(g) With respect to each Master produced by you hereunder embodying the featured performances of an Outside Artist, you shall abide by any so-called re-recording restrictions contained in any applicable Distribution Agreement.

(h) You shall comply with all of the terms and conditions of this agreement and the material terms and conditions of each Distribution Agreement so as to enable Company to fulfill all of its obligations thereunder; and you will sign such letter of inducement as may be required by each Distribution Agreement.

11. Restrictions:

(a) You shall not enter into any agreement or make any commitment which would substantially interfere with your performance of any of the terms and provisions hereof.

(b) Except in the normal and proper course of your duties hereunder, you will not use for your own account or disclose to anyone else, during or after the Term, any confidential or proprietary material or information relating to Company's operations or business which you may obtain from Company or its employees or otherwise by virtue of your employment by Company.

(c) You agree that for a period of two (2) years after the termination of the Term, you will not directly or indirectly induce any employee, accounts or customers of Company to patronize any similar business other than that of Company; canvass, solicit or accept any similar business from any customers or employees of Company; directly or indirectly request or advise any customers of the Company to withdraw, curtail or cancel such customer's business with the Company; directly or indirectly disclose to any other person, firm or corporation the names or

addresses of any of the customers of Company.

(e) You recognize and acknowledge that you will have access to certain confidential information of Company and of entities affiliated with Company and that such information constitutes valuable, special and unique property of Company and such other entities. You will not, during or after the Term disclose any of such confidential information to any person or firm, corporation, association or other entity for any reason or purpose whatsoever, except to authorized representatives of Company and its affiliated entities. In breach or threatened breach by you or the provisions of this Section, Company shall be entitled to seek an injunction, restraining you from disclosing, in whole or in part, such confidential information, without bond. Nothing herein shall be construed as prohibiting Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from you.

12. Material Breach:

No breach hereof by Company or you shall be deemed material unless the other party gives written notice of breach, by registered or certified mail (return receipt requested) or by Federal Express or a similar overnight delivery service, and the recipient thereof fails to cure the alleged breach within sixty (60) days after receiving such notice. A copy of any notice sent to Company shall be sent in the same manner to: Law Offices of Charles E. Austin, 304 Park Avenue South, 11th Floor, New York, New York 10010, Attention: Charles E. Austin, Esq. The date of receipt of such notice shall be deemed the date of giving thereof.

13. Nature of Producer's Services:

Producer agrees that (a) Producer's services are of a special, unique and extraordinary personal nature, the loss of which cannot be readily measured, or adequately compensated for, in monetary damages, (b) Company accordingly shall be entitled to injunctive relief (including specific performance), in addition to all other remedies that Company may have, to enforce this Agreement, and (c) Producer accordingly may not assign any of its rights or obligations hereunder and any such purported assignment shall be void *ab initio*. Notwithstanding clause (c) above, Producer may assign this entire Agreement solely to a so-called "loan-out" corporation, all of whose capital stock is at all times owned exclusively by Producer, but only if such assignment is effected pursuant to an instrument of assignment and assumption which in form and substance is reasonably satisfactory to Company and does not relieve you of your primary obligation and liability for the performance of Producer's obligations under this Agreement.

14. Indemnification

You will at all times indemnify and hold harmless Company and any Licensee of Company (including, without limitation, Dangerous Artists, Outside Artists and Distributors) from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any alleged breach or breach by you of any warranty, representation or agreement made by you herein. You will reimburse Company and/or its licensees in demand for any payment made at any time after the date hereof in respect of any

liability or claim in respect of which Company or its Licensees are entitled to be indemnified. Upon the making or filing of any such claim, action or demand, Company shall be entitled to withhold from any amounts payable under this agreement such amounts as are reasonably related to the potential liability in issue, unless and until you post a suitable undertaking or bond by a reputable bonding company satisfactory to Company in its sole discretion in the sum equal to the amount of your potential liability hereunder (including reasonable legal fees and legal costs) with Company as its beneficiary. If Company has withheld and reserved any monies pursuant to this Section with respect to any claim and if said claim has not been followed by commencement of a legal action or proceeding within one (1) year from the date first made, Company will release such monies to you unless the claim is in the process of being settled or Company has a good faith reason to believe an action will be commenced in the future, without prejudice to its rights to again withhold and reserve monies in the future if any legal action or proceeding is later commenced. You shall be promptly notified of any such claim, action or demand and shall have the right, at your own expense, to participate in the defense thereof with counsel of your own choosing; provided, however, that Company's decision in connection with the defense or settlement of any such claim, action or demand shall be final.

15. Miscellaneous:

This Agreement (a) embodies the sole and entire agreement of the parties in respect of, and supersedes all prior understandings between the parties concerning the subject matter hereof, (b) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, estates, administrators and executors, (c) shall be governed by and construed and enforced in accordance with the laws of the State of New York (without giving effect to any such State's principles regarding conflicts of laws), (d) may not be canceled, amended, discharged or waived in whole or part except by a written instrument signed by all parties hereto and (e) Company may assign Company's rights under this agreement in whole or in part to any third party or its own subsidiary, affiliated or controlling companies; provided Company remains a guarantor of all royalty obligation to Producer hereunder.

16. Legal Representation:

PRODUCER ACKNOWLEDGES THAT PRIOR TO THE SIGNING OF THIS AGREEMENT PRODUCER HAD THE OPPORTUNITY TO CONFER WITH THE INDEPENDENT LEGAL AND OTHER ADVISORS OF PRODUCER'S OWN CHOOSING. PRODUCER AGREES THAT PRODUCER FULLY UNDERSTANDS THIS AGREEMENT AND WILL BE BOUND BY SAID AGREEMENT.

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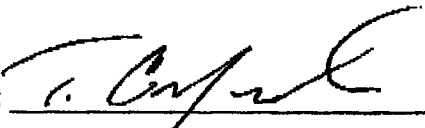
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPANY:

PRODUCER:

DANGEROUS, LLC.

PHILLIP PITTS P/K/A "BANG OUT"

By: 
Teraike Crawford, President


Phillip Pitts
S.S.# 

EXHIBIT "A"
TO PRODUCTION SERVICES AGREEMENT
DATED AUGUST _____, 2004
BY AND BETWEEN
DANGEROUS, LLC. ("PUBLISHER")
& PHILLIP PITTS ("COMPOSER")
MUSIC PUBLISHING ROYALTIES

1. (a) Ten cents (\$.10) per copy of each and every regular piano-forte copy and each and every dance orchestration copy sold in the United States and Canada and paid for to Publisher in the United States and not returnable;
 - (b) Twelve and one-half percent, (12 1/2) of the wholesale selling price (after trade discounts), less governmental taxes, duties, excises and tariffs, upon each and every printed copy of each and every other arrangement and edition thereof sold in the United States and Canada and paid for to Publisher in the United States and not returnable, except that in the event a Composition shall be used, in whole or in part, in conjunction with one or more other musical compositions in a folio, songbook or other publication, Composer shall be entitled to receive that portion of said twelve and one-half percent (12 1/2 %) which said Composition shall bear to the total number of musical compositions (including the Composition) contained in such folio, songbook or other publication;
 - (c) An amount equal to seventy-five percent (75%) of all Net Receipts (as hereinafter defined) generated from any license issued authorizing the manufacture of the parts of instruments serving to mechanically reproduced the Compositions, or to use the Compositions in synchronization with sound motion pictures; and an amount equal to seventy-five percent (75%) of any and all Net Receipts (as hereinafter defined) of the Publisher from any other source of right now know or which may hereafter come into existence;
 - (d) An amount equal to seventy-five percent (75%) of all Net Receipts (as hereinafter defined) derived from actual uses of the Compositions in countries outside the United States and paid to Publisher by collection agents, licensees, subpublishers and other, regardless of whether or not the same are in whole or in part owned, controlled, and/or otherwise affiliated with Publisher.
2. Composer shall not be entitled to any portion of any advance payments, guarantee payments, or minimum royalty which Publisher may receive in connection with any subpublishing agreement, collection agreement, licensing agreement, or other agreement relating to the Compositions, unless specifically attributable to the Compositions.
 3. No royalties are to be paid for professional or complimentary copies of any copies of the Compositions which are distributed gratuitously, copies disposed of as new issues, copies

distributed for advertising, promotional or exploitation purposes, or lyrics or music separately printed in any folio, book, newspaper, song sheet, lyric folio or magazine, or any other periodical, except as above set forth. It is also distinctly understood that no royalties are payable on cosigned copies unless paid for, and not until such time as an accounting therefor can properly be made

4. The term "Net Receipts" as used hereinabove shall mean all monies actually received by Publisher in the United States or credited to Publisher's account in United States currency which are directly attributable to the uses enumerated above (except public performance payments), after the deduction of all costs, expenses, fees and commissions which are attributable to the exploitation of the Compositions, including costs of collection and foreign taxes. Except as expressly set forth herein, no royalties or monies of any kind shall be payable to Composer with respect to the Compositions.

5. (a) The Publisher will render to Composer semi-annual each year a statement showing all sales and royalties received by Publisher in the preceding year, and will pay to Composer at the same time all royalties then due and owing pursuant to this Exhibit "A".

(b) Publisher shall maintain books of account concerning income derived from the exploitation of the Compositions. Composer or a certified public accountant on Composer's behalf may, at Composer's sole expense, examine such books of account solely for the purpose of verifying the accuracy of royalty statements rendered hereunder, only at Publisher's place of business, and during Publisher's normal business hours and upon reasonable written notice. Publisher's books relating to any royalty statement may be examined as aforesaid only within a two (2) year period after such royalty statement is rendered, and Publisher shall have no obligation to so examine Publisher's books relating to any particular royalty statement more than once.

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

6. For purposes of calculating royalties and other sums pursuant to this Exhibit "A", if there is more than one writer of a Composition, the royalties hereinabove specified to be paid to Composer with respect to such Composition shall, unless and until a different division of royalty be agreed to in writing between all writers of such Composition and such agreement is delivered to Publisher, to be paid by Publisher in equal shares to each.

7. If Publisher prepares a score and set of parts for use in its rental library, Publisher may deduct fifty percent (50%) of its out-of-pocket costs in preparing same from sixty percent (60%) of any royalties payable hereunder to Composer from the exploitation of the score and parts so placed in Publisher's rental library.

8. It is specifically understood and agreed that the intention of this agreement is not, and

Composer shall not be entitled to receive, any part of the monies received by Publisher from the American Society of Composers, Authors and Publishers, or Broadcast Music, Inc., or any other performing right society from which the Publisher shall receive payments for the use of the Compositions in all countries of the world. Accordingly, Publisher shall not be required to pay Composer royalties for public performances of the Compositions. Composer shall receive, if at all, the "writer's share" of royalties for public performances of the Compositions, from the performing rights society with which Composer is, or may in the future become, affiliated, and Composer agrees to look solely to such society for such royalties and waives any claim against Publisher for "publisher's share" of such royalties received by Publisher.

Notwithstanding anything to the contrary contained in this Agreement, in the event and to the extent that (i) it is unlawful for the applicable performing rights society, or any of its affiliates, to issue blanket small performing rights licenses; (ii) the applicable performing rights society, or any of its affiliates, does not from time to time, for any reason whatsoever maintain a regular system of collecting performance fees; and/or (iii) a third party license (i.e., a television network, independent television station or other telecommunications signal originator) requires direct licensing of such rights, then Publisher shall have the right to directly license the public performance rights in the Compositions to such third parties in its sole good faith business judgment. Publisher shall not be liable to Composer for the payment of any sums with respect to the performance of the Compositions; provided, however, that in the event and to the extent that Publisher receives in the United States a distribution of earned public performance fees from any source which does not make a separate distribution, directly or indirectly, to Composer, then Publisher shall pay Composer forty percent (40%) of such fees as the "writer's share" (as that term is known and used in the music industry) of such fees.

EXHIBIT "B"

RELEASE AGREEMENT

RELEASE AGREEMENT made and entered into as of July 10, 2006 by and between Dangerous LLC c/o Carroll, Guido & Groffman, LLP, 1790 Broadway, 20th Floor, New York, NY 10019, Attention: Jennifer L. Justice, Esq. ("Company") and Phillip Pitts p/k/a "Bang Out" c/o The Law Offices of Adam M. Stengel, P.C., 358 Fifth Avenue, Suite 401, New York, NY, 10001, Attention: Adam M. Stengel, Esq. ("Producer" or "you") concerning the production services of Producer for Company (the "Producer Agreement");

WHEREAS, Company and Producer entered into an agreement dated August 9, 2004 (hereinafter the "2004 Agreement") whereby Producer was to provide his exclusive services as a Producer to Company for a period of two years which terminates on August 8, 2006, and

WHEREAS, pursuant to the terms of the 2004 Agreement, Company had the option to renew the 2004 Agreement for an additional period of one year which would be scheduled to begin on August 9, 2006 and terminate on August 8, 2007 (hereinafter the "Option"), and

WHEREAS, the parties have agreed to release each other of any further obligations under the 2004 Agreement retroactive to June 1, 2006 and that the Company has agreed not to exercise its Option,

IT IS HEREBY AGREED AND ACCEPTED by and between the undersigned that,

1. As of the date of this Agreement and retroactive to June 1, 2006, the parties are hereby each released of all of their obligations under the 2004 Agreement with the exception of the rights and obligations explicitly set forth herein,
2. Company shall remain obligated to pay any and all fees and royalties that are payable under the 2004 Agreement that are currently and/or become owed to Producer pursuant to the terms of payment as set forth in the 2004 Agreement;
3. Company and Producer agree that during the life of the 2004 Agreement, five tracks that were produced or co-produced by Producer have been released commercially by the record company indicated and that have or may in the future generate fees and/or royalty income under the terms of the 2004 Agreement. The tracks are set forth – along with the percentage of ownership share attributed to Producer - as follows:

50 Cent's *In my Hood*, (Interscope) (Producer share = 25%)
50 Cent's *Disco Inferno*, (Interscope) (Producer share = 20%)
Avant's *So Many Ways* _____ (Producer share = 25%)
Lloyd Banks' *Hands Up*, Interscope (Producer share = 12.5%)¹
Shark Tale *Car Wash* _____ (Producer share = 0)

4. Producer acknowledges that *In My Hood*, *Disco Inferno* and *Hands Up* are co-published and administered by Universal Music Publishing. With respect to Avant's *So Many Ways*, Company shall continue to administer the rights pursuant to the terms of the 2004 Agreement. If Company fails to fulfill its obligations as the administrator of *So Many Ways*, and after having been notified of its breach of its obligations in writing, fails to cure said breach within 15 days of receipt of said notice, Producer shall have the right to retain its right to administer his portion of the controlled compositions.
5. Company agrees to execute irrevocable letters of direction directing any and all entities responsible for payment of fees and royalties earned by the track(s), including but not limited to G-Unit Records, any co-publisher, and the appropriate performance rights administrator directing those entities to pay Producer any and all fees and royalties that are earned by Producer pursuant to the terms of the 2004 Agreement. Such irrevocable letters of direction shall be attached to this agreement upon execution as an Exhibit.
6. Company agrees to execute a letter of direction to G-Unit authorizing G-Unit to provide Producer stand-alone credit (separate and apart from any credit that may be due Company) for his production of *Hands Up* and shall attach such irrevocable letter of direction to this agreement upon execution as an Exhibit. The credit for Producer shall appear in substantially the following form:

Produced by Bang Out.
7. Company shall retain the non-exclusive right to continue to shop the tracks that were submitted to Company by Producer during the period of the 2004 Agreement. Company shall provide Producer with a list of unsold tracks still in Company's possession along with a sound recording compilation (on compact disc) of all of the tracks (hereinafter the "Compilation").

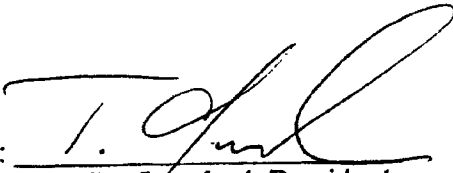
¹ Agreement with Marshall Mathers ("Eminem") regarding splits to be provided by Company.

8. **Company shall notify Producer (with a copy of said notice via certified mail to Adam M. Stengel, Esq., 358 Fifth Avenue, Suite 401, New York, NY 10001) of any offers from an artist who is signed to a major recording company of their intention to purchase a track(s) that is contained on the Compilation. Within five (5) business days of his receipt of the intention to purchase a track(s), and if the track is still available for purchase, Producer shall agree to the sale of the track and shall agree to be paid for the track (including all fees and royalties) in the amounts and manner set forth in the 2004 Agreement.**
9. **If Company completes a sale of any track(s) contained on the Compilation after the execution of this Agreement, Company agrees to execute irrevocable letters of direction directing any and all entities responsible for payment of fees and royalties earned by the track(s), including but not limited to the purchaser of the track(s), any co-publishing company and the appropriate performance rights organization to pay Producer directly, any and all fees and royalties that are earned by Producer pursuant to the terms set forth in the 2004 Agreement. Company shall also direct said entities that Producer's credit shall appear separate from any credit that may be due Company and shall appear in substantially the following form;**
- Produced by Bang Out.**
10. **Copies of any irrevocable letters of direction generated pursuant to paragraph 9 herein shall be forwarded to Producer and to Adam M. Stengel, Esq., 358 Fifth Avenue, Ste. 401, New York, NY 10001 herein within five business days of their being executed.**
11. **Producer shall regularly notify Company of any track(s) that are contained on the Compilation that are no longer available for sale. Upon receipt of such notice, Company shall immediately remove any such track(s) from the Compilation and Company shall immediately cease all sales activity related to the unavailable track(s). Track(s) may be removed under this paragraph only in the event that said track(s) is/are sold to an artist who is recording the track for release on a major record label or an independent record label with sales in excess of \$1,000,000 per annum or in the event the track is sold directly to a major record label or**

independent record label with sales in excess of \$1,000,000 per annum.

12. Company's obligations to submit statements to Producer as well as Producer's audit rights as set forth in paragraph 8 of the 2004 Agreement shall survive and continue in accordance with that paragraph. The obligations and rights contained in Paragraph 8 of the 2004 Agreement shall apply to any compensation from any tracks sold by Company pursuant to paragraphs 7, 8 and 9 of the within Agreement.
13. This Agreement (a) embodies the sole and entire agreement of the parties in respect of, and supersedes all prior understandings between the parties concerning the subject matter hereof, (b) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, estates, administrators and executors, (c) shall be governed by and construed and enforced in accordance with the laws of the State of New York (without giving effect to any such State's principles regarding conflicts of laws), (d) may not be canceled, amended, discharged or waived in whole or part except by a written instrument signed by all parties hereto and (e) the Company may assign its obligations under this agreement in whole or in part to any third party or its own subsidiary, affiliated or controlling companies; provided Company remains a guarantor of all remaining obligations to Producer hereunder.
14. In consideration of the mutual promises herein, each of the parties as well as their heirs, executors, administrators, successors and assigns of each party hereby mutually releases each other from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demand whatsoever, in law, admiralty or equity, by reason of any matter, cause or thing whatsoever from the beginning of the world through June 1, 2006.

... the parties hereto have executed this Agreement as of

By: 
Teraike Crawford, President

OUT"
By: 
Phillip Pitts
S.S.# 

EXHIBIT "C"

01/2006VAR10U9445

Teraike "Styles" Crawford
 Dangerous, LLC -K
 c/o Carroll, Guido & Goffman, LLP
 1790 Broadway, 20th FL
 New York, New York 10019

LETTER OF DIRECTION

Dated: As of August 8, 2008

G-Unit Records, Inc. -K
 2220 Colorado Avenue
 Santa Monica, California 90404

Re: Dangerous, LLC -w- G-Unit Records, Inc. / Song Deal dated
February 14, 2005, effective as of November 1, 2004 (doc# 4696)

Ladies/Gentlemen:

1) I hereby request and irrevocably authorize you to make payment of any and all fees and royalties earned by Phillip Pitts p/k/a "Bang Out" ("Payee"), from the statement due after the date above (i.e. September 30, 2008) and pursuant to the terms of the referenced agreement to which I am a signatory (the "Agreement"), directly to Payee with respect to the following tracks:

In my Hood performed by 50 Cent: of the 3% royalty due to me under the Agreement, 1% shall be paid directly to Payee with the remaining 2% to be paid directly to me.

Disco Inferno performed by 50 Cent: of the 3% royalty due to me under the Agreement, 1% shall be paid directly to Payee with the remaining 2% to be paid directly to me.

Hands Up performed by Lloyd Banks: of the 3% royalty due to me under the Agreement, 1% shall be paid directly to Payee with the remaining 2% to be paid directly to me.

Said payments shall be payable to Payee at the address listed as follows: The Law Offices of Adam M. Stengel, P.C., 358 Fifth Avenue, Suite 401, New York, New York 10001, Attention: Adam M. Stengel, Esq.

2) I hereby further request and irrevocable authorize you to provide Payee stand-alone credit, separate and apart from any credit that may be due to me, for Payee's production of *Hands Up*. The credit for Payee shall appear in substantially the following form:

01/2006VARI0U9446

"Produced by Bang Out"

3) Your compliance with this authorization will constitute an accommodation to me alone; Payee is not a beneficiary of it. All payments under this authorization will constitute payment to me which is due to me pursuant to the Agreement and you will have no liability by reason of any erroneous payment or failure to comply with this authorization. I will indemnify and hold you harmless from and against any and all claims asserted against you and any damages, losses or expenses incurred by you by reason of any such payment or otherwise in connection herewith.

Very truly yours,

Dangerous, LLC

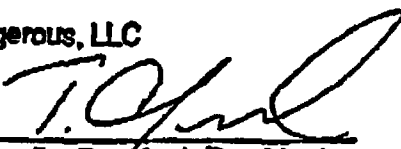
By: 
Terrika Crawford, President

EXHIBIT "D"



Dan Sassone <dansassone@gmail.com>

Phillip Pitts - t/p 50 Cent's "In My Hood" & "Disco Inferno", t/p Lloyds Bank's "Hands Up", t/p Avant's "So Many Ways"

Gomez, Mark <mark.gomez@umusic.com>
 To: "dansassone@gmail.com" <dansassone@gmail.com>

Wed, May 25, 2016 at 6:29 PM

Hello Dan,

My name is Mark Gomez the royalty manager now in charge of the above mentioned projects.

Apologies for the delay, some research needed to be done.

I found that we received a letter of direction from producer Teraike "Styles" Crawford (Dangerous, LLP) dated 8/8/2006 requesting that we payee 1% of his 3% directly to Phillip Pitts p/k/a Bang Out-

for the above mentioned tracks. However, this LOD was not executed or delivered to us until late 2006 (or later), at that time we were already accounting to Styles his full 3% for "In My Hood"

and "Disco Inferno" off the "Massacre" album released in March 2005, we were not able to accommodate the request.

*Mr. Pitts will need to contact Mr. Crawford directly for royalties due him for his co-producer work on "In My Hood" and "Disco Inferno".

Lloyd Banks's album "Rotten Apple" was released in October 2006, we were able to accommodate this request and split out the 1% (account #20108068 payee #20108069) directly to Phillip for "Hands Up",

the accountings and payments he has been receiving. ^{1.}

Regarding his work on Avant's "So Many Years", I could not locate an agreement or letter of direction for him on this project.

producer contract
LOD

Thank you for your patience and I hope this helps.

~Mark Gomez

IGA Mgr Artist Royalties