

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Rupert Byrdsong

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11  
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF LOS ANGELES**

14 **DOUGLAS CAMPBELL THOMSON; JOHN**  
15 **ANTHONY HELLIWELL; and ROBERT**  
16 **LAYNE SIEBENBERG,**

17 Plaintiffs,

18 vs.

19 **CHARLES ROGER POMFRET HODGSON,**  
20 **a/k/a ROGER HODGSON; RICHARD**  
21 **DAVIES; DELICATE MUSIC, a California**  
22 **general partnership; UNIVERSAL MUSIC**  
23 **CORP., a Delaware Corporation, d/b/a**  
24 **UNIVERSAL MUSIC PUBLISHING**  
25 **GROUP; THE AMERICAN SOCIETY OF**  
26 **COMPOSERS, AUTHORS AND**  
27 **PUBLISHERS, a New York not-for-profit**  
28 **performing rights organization; and DOES 1-**  
**20, inclusive,**

Defendants.

Case No. **21STCV25257**

**COMPLAINT FOR:**

- (1) BREACH OF CONTRACT;**
  - (2) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
  - (3) CONVERSION;**
  - (4) OPEN BOOK ACCOUNT;**
  - (5) MONEY HAD AND RECEIVED;**
  - AND**
  - (6) DECLARATORY RELIEF**
- DEMAND FOR JURY TRIAL**

Plaintiffs allege:

1. This lawsuit involves the business dealings of the multi-platinum band Supertramp. Among other things, it has to do with the inexplicable cessation of royalty payments to three of the band members by two of the other band members, Roger Hodgson and Richard

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1 Davies, and their deliberate and calculated efforts to freeze out their former bandmates from the  
2 income contractually due them from their collective band endeavors.

3 **PARTIES**

4 2. Plaintiff DOUGLAS CAMPBELL THOMSON is an individual and a resident of  
5 the State of Illinois. Mr. Thomson was the bass guitarist for Supertramp and is a remaining  
6 member (by and through a so-called “loan-out” entity) of the SUPERTRAMP partnership.

7 3. Plaintiff JOHN ANTHONY HELLIWELL is an individual and a resident of the  
8 United Kingdom. Mr. Helliwell was the saxophonist, keyboardist, clarinetist, and background  
9 vocalist for Supertramp and is a remaining member (by and through a so-called “loan-out” entity)  
10 of the SUPERTRAMP partnership.

11 4. Plaintiff ROBERT LAYNE SIEBENBERG is an individual and a resident of the  
12 State of California. Mr. Siebenberg was the drummer for Supertramp and is a remaining member  
13 (by and through a so-called “loan-out” entity) of the SUPERTRAMP partnership.

14 5. On information and belief, Defendant CHARLES ROGER POMFRET HODGSON,  
15 a/k/a ROGER HODGSON, is a resident of Nevada County in the State of California. Mr.  
16 Hodgson was the lead guitarist and vocalist for Supertramp and is a former member (by and  
17 through a so-called “loan-out” entity) of the SUPERTRAMP partnership.

18 6. On information and belief, Defendant RICHARD DAVIES, is a resident of the State  
19 of New York. Davies was the keyboard player and vocalist for Supertramp and is a remaining  
20 member (by and through a so-called “loan-out” entity) of the SUPERTRAMP partnership.

21 7. On information and belief, Defendant DELICATE MUSIC is a California general  
22 partnership with its principal place of business in Los Angeles County in the State of California.  
23 At all relevant times, Mr. Hodgson and Mr. Davies were and currently are partners of Delicate  
24 Music. On information and belief, Delicate Music is one of the publishing administrators (as that  
25 term is used in the music business) of the musical compositions (or songs) at issue in this case,  
26 and therefore receives some or all of the monies owed to Plaintiffs under the agreements at issue  
27 here.

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8. Defendant UNIVERSAL MUSIC CORP., d/b/a UNIVERSAL MUSIC PUBLISHING GROUP, is a Delaware corporation licensed to do business in the State of California with its principal place of business in Los Angeles County in the State of California. Upon information and belief, as successor in interest by merger to ALMO Music Corp., Universal Music is a music publisher for the musical compositions (or songs) at issue in this case, and therefore receives some or all of the money owed to Plaintiffs under the agreements at issue here.

9. Defendant AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (“ASCAP”) is a New York not-for-profit performing rights organization based in New York that collects and administers performing rights monies for music publishers and songwriters. ASCAP has a substantial physical presence in Los Angeles County and regularly conducts business here. ASCAP has collected and continues to collect the performing rights monies for the musical compositions (or songs) at issue in this case, distributing those monies to Mr. Hodgson, Universal Music, and Delicate Music in the State of California, and therefore receives some or all of the money owed to Plaintiffs under the agreements at issue here.

10. On information and belief, the true names and capacities, whether individual, corporate, associate or otherwise, of Defendants named herein as Does 1 through 20, inclusive, are unknown to Plaintiffs, who therefore sues said Defendants by such fictitious names. Plaintiffs will amend this complaint to allege their true names and capacities when such have been ascertained. On information and belief, each of the Defendants designated herein as “Doe” is legally responsible for the events and actions alleged herein, and proximately caused or contributed to the injuries and damages as hereinafter described.

**JURISDICTION AND VENUE**

11. This Court has original subject matter jurisdiction over this matter in that the amount in controversy exceeds the jurisdictional minimum of \$25,000. This Court has personal jurisdiction over each Defendant inasmuch as he or it either resides in the State or has sufficient minimum contacts here under applicable law.

1 12. Venue is proper in this County because at least one Defendant resides in or has its  
2 principal place of business here.

3 **FACTUAL BACKGROUND**

4 13. Supertramp is a world-famous multi-platinum English progressive rock band  
5 formed in London in the 1970s. The group coalesced around the lineup of Mr. Hodgson on guitar  
6 and vocals, Mr. Thomson on bass, Mr. Helliwell on saxophone, keyboards, and backing vocals,  
7 Mr. Siebenberg on drums and percussion, and Mr. Davies on keyboards and vocals.

8 14. From 1973 to 1983, when Mr. Hodgson left the band, Supertramp released six  
9 studio albums: *Crime of the Century*; *Crisis? What Crisis?*; *Even in the Quietest Moments*;  
10 *Breakfast in America*; *Paris*; and *Famous Last Words* (the “Supertramp Recordings”). All six  
11 albums went Gold, Platinum, Multi-Platinum, or Diamond (10x Platinum) in various countries in  
12 Europe and North America. For example, the band’s biggest hit record, *Breakfast in America*,  
13 reached #1 in the U.S. in 1979 and was later certified 4x Platinum by the Recording Industry  
14 Association of America.

15 15. All five members performed on and contributed to the Supertramp Recordings, and  
16 all five members toured assiduously behind and in support of the release of those albums. In  
17 connection with their collective endeavors, the band members formed SUPERTRAMP, a  
18 California general partnership, sometime in the late 1970s, later memorializing their partnership  
19 in a written agreement.

20 **The 1977 Agreement**

21 16. Messrs. Hodgson and Davies were the principal songwriters in the band and were  
22 credited as such. However, as popular music acts often do, because the band members collectively  
23 recognized the contributions of the non-songwriting members of the band to the success of the  
24 band’s songs, on or about Jan. 18, 1977, the five members of Supertramp together with their  
25 manager David Margereson entered into a Memorandum of Agreement (Publishing) (the “1977  
26 Agreement”) pertaining to the sharing of songwriting and publishing royalties among them. A  
27 true and correct copy of that agreement is attached hereto as Exhibit A.  
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1           17.     The 1977 Agreement states that “all songwriting and publishing royalties [and/or  
2 other income] derived from the parties’ songwriting and/or publishing activities” for  
3 “compositions recorded by the performing group Supertramp [] shall be paid to each of the  
4 undersigned in the following proportions”:

- 5                 • 27% Roger Hodgson
- 6                 • 27% Richard Davies
- 7                 • 11.5% Douglas Thomson
- 8                 • 11.5% John Helliwell
- 9                 • 11.5% Robert Siebenberg
- 10                • 11.5% David Margereson

11     The 1977 Agreement provides a different apportionment of songwriting and publishing royalties  
12     for any musical compositions recorded by artists “other than the performing group Supertramp.”

13           18.     The 1977 Agreement also provides that the “copyrights of the compositions shall  
14 be owned by the respective writers who write the compositions and shall be administered by  
15 Delicate Music, a partnership consisting of Richard Davies and Roger Hodgson.” A list of the  
16 musical compositions (or songs) covered by the parties’ 1977 Agreement, and by successor  
17 agreements discussed herein, is attached hereto as Exhibit B, referred to hereinafter as the  
18 “Supertramp Songs.”

19           19.     Because of the different treatment under the 1977 Agreement of songwriting and  
20 publishing royalties depending on who recorded the Supertramp Songs, Delicate Music’s  
21 obligation to administer the copyrights in and to the Supertramp Songs required it to allocate and  
22 account for songwriting and publishing royalties derived from Supertramp’s recordings of those  
23 songs as well as those derived from recordings by musical artists “other than the performing  
24 group Supertramp.” The former included Plaintiffs; the latter did not.

#### 25                                 **The 1984 Agreement**

26           20.     On or about Dec. 13, 1984, Plaintiffs, and their respective loan-out entities,  
27 Messrs. Hodgson and Davies and their respective loan-out entities, Delicate Music, and others,  
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1 entered into a Withdrawal Agreement (the “1984 Agreement”) pertaining to Mr. Hodgson’s  
2 departure from the Supertramp band and partnership. A true and correct copy of the 1984  
3 Agreement is attached hereto as Exhibit C.

4 21. Among other things, the 1984 Agreement addresses the parties’ relationship  
5 regarding songwriting and publishing royalties to be paid in connection with the Supertramp  
6 Songs. The 1984 Agreement acknowledges and largely leaves unchanged the parties’ respective  
7 shares of those royalties derived from the use of Supertramp Songs on the Supertramp  
8 Recordings. It also acknowledges the different treatment given to songwriting and publishing  
9 royalties derived from the use of Supertramp Songs on a recording which “features the  
10 performance of a recording artist other than Supertramp” (defined as an “Outside Cover  
11 Recording”) and confirms that Plaintiffs do not participate in any songwriting or publishing  
12 royalties derived from the use of the Supertramp Songs on such recordings.

13 22. The 1984 Agreement prohibits Mr. Hodgson and his loan-out entity from using the  
14 Supertramp name in any future endeavors unless accompanied by the phrase “formerly of” (the  
15 “Credit Requirement”). In this connection, Mr. Hodgson and his loan-out entity agreed that they  
16 would use “best efforts to ensure strict compliance” with the Credit Requirement. Mr. Hodgson  
17 and his loan out entity also acknowledged that breach of the Credit Requirement and related  
18 provisions were material and would cause Plaintiffs and others irreparable harm, and for that  
19 reason agreed that Plaintiffs were entitled to “injunctive and other equitable relief” to prevent or  
20 cure any such breach.

### 21 The 1991 Agreement

22 23. On or about Dec. 31, 1991, Plaintiffs entered into an agreement with Mr. Davies,  
23 Delicate Music and others (the “1991 Agreement”) modifying certain aspects of the songwriting  
24 and publishing royalties due them under the 1977 Agreement and the 1984 Agreement. A true and  
25 correct copy of the 1991 Agreement is attached hereto as Exhibit D.

26 24. The 1991 Agreement confirms the share of songwriting and publishing royalties  
27 owed to Plaintiffs under the 1977 Agreement and the 1984 Agreement, restates Delicate Music’s  
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1 obligation to account for and pay them “in perpetuity,” and prohibits Delicate Music from  
2 “interfering or stopping any distribution to be made [of these royalties] to any other party.” Since  
3 at least the time of the 1991 Agreement to about early 2018, Plaintiffs were accounted to and paid  
4 more or less every 90 days for their respective shares of songwriting and publishing royalties,  
5 either directly by Mr. Hodgson and/or Mr. Davies, or through Delicate Music. These royalties  
6 have been substantial, as the Supertramp Songs generate hundreds of thousands of dollars in  
7 yearly revenue.

8 25. On information and belief, some or all of the songwriting and publishing royalties  
9 derived from the Supertramp Songs come from Universal Music and ASCAP, who paid and  
10 continue to pay those royalties to Mr. Hodgson, Mr. Davies, Delicate Music or a combination of  
11 the three, who in turn are obligated to distribute them to the individual Plaintiffs in the  
12 percentages agreed upon.

13 **Mr. Hodgson’s Sound-Alike Recordings**

14 26. On information and belief, beginning sometime in the late 2000s, Mr. Hodgson  
15 produced and recorded versions of all or almost all of the band’s biggest hits, among those  
16 “Dreamer,” “The Logical Song,” and “Give A Little Bit.” He did so in a manner intending to, and  
17 largely succeeding in, reproducing the exact sound of the Supertramp Recordings. Unless  
18 restricted by contract, an effort of this kind is lawful and is commonly referred to in the music  
19 business as a “sound-alike” recording. On information and belief, for accounting purposes, Mr.  
20 Hodgson and Delicate Music excluded Plaintiffs from any participation in the songwriting or  
21 publishing royalties derived from the sound-alike recordings’ use of the Supertramp Songs.

22 27. In connection with these soundalike recordings and his music business endeavors,  
23 Mr. Hodgson has variously referred to himself or credited his recorded or live performances as  
24 “Roger Hodgson/Supertramp,” “Supertramp’s Roger Hodgson,” “The Voice of Supertramp,” and  
25 other similar monikers using the Supertramp name. In addition, others to whom Mr. Hodgson has  
26 licensed rights in his soundalike recordings have credited them as Supertramp Recordings.

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**Accountings and Payments to Plaintiffs by Hodgson Cease**

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28. Up until approximately 2018, Mr. Hodgson, by himself and through Delicate Music, more or less faithfully adhered to the payment allocation prescribed by the 1977 Agreement, the 1984 Agreement, and the 1991 Agreement, and accounted to and paid Plaintiffs their respective shares of songwriting and music publishing royalties, either directly or through Delicate Music, more or less every 90 days. Starting sometime in 2018, excepting various one-off payments lacking any accounting for same, Mr. Hodgson, either by himself or by and through Delicate Music, stopped accounting and paying (or instructed others not to account and pay) any portion of songwriting or publishing royalties to Plaintiffs due them on the Supertramp Songs. Even before these accountings ceased entirely, Mr. Hodgson’s and Delicate Music’s reporting often included no more than a single line-item without any explanation for the calculation of monies owed or employing accounting devices to minimize the amount paid Plaintiffs. For example, on some of those accountings, Mr. Hodgson allocated substantially all of the songwriting and publishing royalties he received from Universal Music, ASCAP and others to the use of the Supertramp Songs on recordings other than the Supertramp Recordings. From Aug. 2019 to date, neither Mr. Hodgson, Delicate Music, nor any of their agents have given Plaintiffs any explanation for their failure to account and pay these amounts. Upon receipt of a March 2021 letter from Plaintiffs’ counsel raising these issues, Mr. Hodgson’s attorney purported to “refute each and every one of the allegations” pertaining to the subject, again without explanation, and threatened “to consult with litigation counsel,” among other things. (Mr. Hodgson has since fired this attorney.) Upon information and belief, Mr. Hodgson has told others that he stopped making the required payments because, in his words, Plaintiffs “have been paid enough” and has expressed the sentiment that Plaintiffs “ripped me off” and “will never make any money off me again.” Clearly, by these statements, Mr. Hodgson and Delicate Music have evinced an awareness of their contractual obligations to Plaintiffs and have chosen not to honor them, and in some circumstances, to actively frustrate and thwart them.

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36. As set forth above, Mr. Hodgson, Mr. Davies, and Delicate Music breached these contracts by failing to properly and timely account for and pay to Plaintiffs their share of songwriting and publishing royalties owed them.

37. As set forth above, Mr. Hodgson and Delicate Music further breached these contracts by (A) misallocating songwriting and publishing royalties derived from uses of the Supertramp Songs as “Cover Income” and attributing those royalties to works other than the Supertramp Recordings, (B) failing to account for songwriting and publishing royalties derived from the use of the Supertramp Songs on Mr. Hodgson’s sound-alike recordings, and (C) failing to use best efforts to ensure strict compliance with the Credit Requirement.

38. Plaintiffs have performed all conditions, covenants, and promises to be performed on their part under the pertinent contracts.

39. As a direct and proximate cause of Mr. Hodgson’s, Mr. Davies’ and Delicate Music’s breaches, Plaintiffs, and each of them, have been damaged in an amount to be proven at trial, but at least the jurisdictional amount.

**SECOND CAUSE OF ACTION**

**(Breach of Implied Covenant of Good Faith and Fair Dealing)  
(Against Defendants Hodgson, Davies and Delicate Music)**

40. Plaintiffs incorporate the allegations of paragraphs 1-39 as though fully set forth herein.

41. The parties’ contracts each contain a covenant implied by law that Mr. Hodgson, Mr. Davies, and Delicate Music would act toward Plaintiffs in good faith and with fair dealing.

42. This implied covenant of good faith and fair dealing imposes on Mr. Hodgson, Mr. Davies, and Delicate Music the duty not to take any action with the motive to frustrate Plaintiffs’ enjoyment of their rights under those contracts and to exercise any discretion they have thereunder fairly.

43. In doing the acts alleged hereinabove, Mr. Hodgson, Mr. Davies, and Delicate Music have breached this covenant of good faith and fair dealing. They have done so in that, in bad faith

1 and with a motive intentionally to frustrate if not defeat Plaintiffs’ enjoyment of their rights under  
2 the parties’ contracts, they have acted in a manner intended to freeze Plaintiffs out of their  
3 contractual entitlements, to divert royalties derived from the Supertramp Songs from the  
4 Supertramp Recordings to Mr. Hodgson’s sound-alike recordings, and to otherwise avoid timely  
5 and properly paying Plaintiffs what they are owed under the parties’ contracts in the accountings  
6 to them.

7 44. As a direct and proximate cause of the foregoing breaches of the covenant of good  
8 faith and fair dealing, Plaintiffs have been damaged in an amount to be determined according to  
9 proof at trial, but at least the jurisdictional minimum of this Court.

10 **THIRD CAUSE OF ACTION**

11 **(Conversion)**

12 **(Against Defendants Hodgson, Davies, and Delicate Music)**

13 45. Plaintiffs incorporate the allegations of paragraphs 1-44 as though fully set forth  
14 herein.

15 46. The songwriting and publishing royalties owed to Plaintiffs were and are the property  
16 of Plaintiffs.

17 47. These royalties were and are a sum capable of identification, and were received by Mr.  
18 Hodgson, Mr. Davies, and/or Delicate Music, who have in their exclusive possession, custody or  
19 control the information necessary to identify and determine said sum, and have otherwise failed  
20 and refused to account for any portion thereof on demand.

21 48. These royalties owed to Plaintiffs, or any portion thereof, were contractually required  
22 to have been administered and paid to Plaintiffs by Mr. Hodgson, Mr. Davies and/or Delicate  
23 Music, and neither Mr. Hodgson, Mr. Davies, nor Delicate Music had any right to retain or use  
24 those funds.

25 49. Mr. Hodgson, Mr. Davies and Delicate Music, with the aid of others, intentionally and  
26 substantially interfered with receipt by Plaintiffs of these royalties by wrongfully withholding  
27 these funds and misappropriating these funds for their own personal use and enjoyment.  
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50. Plaintiffs did not consent in any manner to Mr. Hodgson, Mr. Davies, and Delicate Music withholding these royalties.

51. Neither Mr. Hodgson, Mr. Davies, nor Delicate Music have remitted these royalties, nor have they replaced any portion thereof, nor have they accounted for them, despite the demand therefor.

52. Mr. Hodgson’s, Mr. Davies’ and Delicate Music’s acts described herein were malicious and oppressive. At all times herein, Mr. Hodgson, Mr. Davies and/or Delicate Music acted willfully, capriciously, and with conscious disregard for Plaintiffs’ rights. Plaintiffs are therefore entitled to punitive damages against Mr. Hodgson, Mr. Davies and Delicate Music in an amount appropriate to punish them and set an example.

53. In addition, Plaintiffs’ damages are ongoing and increasing due to Mr. Hodgson’s and Delicate Music’s contractual obligations to pay and account for these royalties.

**FOURTH CAUSE OF ACTION**

**(Open Book Account)**

**(Defendants Hodgson, Davies and Delicate Music)**

54. Plaintiffs incorporate the allegations of paragraphs 1-53 as though fully set forth herein.

55. Mr. Hodgson, Mr. Davies, and Delicate Music, on the one hand, and Plaintiffs, on the other hand, have had financial transactions giving rise to an open book account maintained by certified professional accountants on Mr. Hodgson’s, Mr. Davies’ and Delicate Music’s behalf, detailing the monies due and payable to Plaintiffs under the parties’ contracts.

56. Mr. Hodgson, Mr. Davies, and Delicate Music owe Plaintiffs and each of them on such open book account in an amount according to proof at trial, but at least the jurisdictional minimum.

1 **FIFTH CAUSE OF ACTION**

2 **(Money Had and Received)**

3 **(Against All Defendants)**

4 57. Plaintiffs incorporate the allegations of paragraphs 1-56 as though fully set forth  
5 herein.

6 58. Defendants and each of them have received monies belonging or intended to be paid to  
7 Plaintiffs.

8 59. On information and belief, such monies were not used for the benefit of Plaintiffs.

9 60. Defendants have not paid these monies to Plaintiffs.

10 **SIXTH CAUSE OF ACTION**

11 **(Declaratory Relief)**

12 **(Against All Defendants)**

13 61. Plaintiffs incorporate the allegations of paragraphs 1-60 as though fully set forth  
14 herein.

15 62. An actual controversy has arisen between Plaintiffs and Defendants. As described  
16 above, Plaintiffs contend that they are each entitled to certain songwriting and publishing  
17 royalties derived from the Supertramp Songs and that Mr. Hodgson's, Mr. Davies', and Delicate  
18 Music's obligations to account to and pay Plaintiffs are continuing and contractual in nature. Mr.  
19 Hodgson, Mr. Davies' and Delicate Music disagree and have failed to pay and account to  
20 Plaintiffs for these royalties since 2018 and have demonstrated by words and deeds that they  
21 intend to continue to do so.

22 **Prayer for Relief**

23 WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against  
24 Defendants as follows:

- 25 1. That Defendants and each of them be ordered to furnish to Plaintiffs a complete  
26 and accurate accounting of all songwriting and publishing royalties received and  
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- paid in connection with the Supertramp Songs from May 2017 to the final determination of this lawsuit;
2. For actual damages in favor of Plaintiffs and against Mr. Hodgson, Mr. Davies, and Delicate Music in an amount to be determined at trial;
  3. For the imposition of a constructive trust on the monies owed Plaintiffs and their fruits;
  4. For compensatory, punitive, and exemplary damages against Mr. Hodgson, Mr. Davies, and Delicate Music;
  5. For a declaratory judgment that each Plaintiff is entitled to a specified percentage of all songwriting and publishing royalties received and derived from the Supertramp Songs as embodied on the Supertramp Recordings, with an accompanying order that such monies be paid from the source;
  6. That the Court enter such temporary restraining orders, preliminary injunctions, permanent injunctions, and other orders prohibiting Mr. Hodgson from further and continued violations of the Credit Requirement, and also requiring Mr. Hodgson to account for moneys received and paid in connection with violations of the Credit Requirement, as Plaintiffs shall specify in further application to the Court;
  7. That an award be made against Mr. Hodgson, Mr. Davies, and Delicate Music for Plaintiffs' costs, disbursements, and reasonable attorney fees, as applicable and pursuant to statute;
  8. For an award of prejudgment and post-judgment interest; and
  9. For such other relief as the Court deems just and proper.

Dated: July 8, 2021

PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP

By:   
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Robert Carroll III  
Attorneys for Plaintiffs

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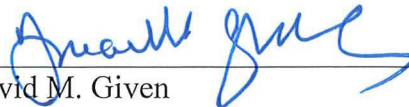
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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand that their claims be heard before a jury.

Dated: July 8, 2021

PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP

By:   
David M. Given  
Robert Carroll III  
Attorneys for Plaintiffs

# EXHIBIT A



4028.1

MEMORANDUM OF AGREEMENT

(Publishing)

This Agreement is made and entered into by and between RICHARD DAVIES, ROGER HODGSON, DOUGLAS CAMPBELL THOMSON, JOHN ANTHONY HELLIWELL, ROBERT LAYNE SIEBENBERG and DAVID MARGERESON as of the 18th day of January, 1977.

1. The parties are executing this Memorandum to reflect the agreement reached between them concerning the matters contained herein. This Memorandum shall serve as a fully effective and binding contract unless and until such time as a formal agreement covering the same subjects is entered into.

2. The parties hereby agree that effective January 1, 1977, all song writing and publishing royalties [and/or other income] derived from the parties' songwriting and/or publishing activities shall be allocated in the following manner:

(a) On any compositions recorded by musical artists other than the performing group Supertramp, whether original or cover recordings, the net writing and publishing income, after deduction of co-publishing and administration fees, derived from said recordings shall be paid in equal shares to the writers of said compositions, subject to a 15% management commission to David Margereson.

(b) On any compositions recorded by the performing group Supertramp the net writing and publishing income derived from said recordings (herein, the "shared publishing income"), without any management commission payable to David Margereson, shall be paid to each of the undersigned in the following proportions:

|                          |       |
|--------------------------|-------|
| Roger Hodgson            | 27%   |
| Richard Davies           | 27%   |
| Douglas Campbell Thomson | 11.5% |
| John Anthony Helliwell   | 11.5% |
| Robert Layne Siebenberg  | 11.5% |
| David Margereson         | 11.5% |

(c) The method of allocating the public performance income (both writers' and publishers' shares) between recordings with shared publishing income and other recordings, shall be to apply the ratio of reported mechanical income between recordings with shared publishing income and non-shared publishing income for the applicable period.

3. The copyrights of the compositions shall be owned by the respective writers who write the compositions and shall be administered by Delicate Music, a partnership consisting of Richard Davies and Roger Hodgson.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Richard Davies  
Richard Davies

Roger Hodgson  
Roger Hodgson

DC Thomson  
Douglas Campbell Thomson

John Anthony Helliwell

Robert Layne Siebenberg  
Robert Layne Siebenberg

David Margereson  
David Margereson

# EXHIBIT B

**Crime of the Century (1974)**

“School”

“Bloody Well Right”

“Hide In Your Shell”

“Asylum”

“Dreamer”

“Rudy”

“If Everyone Was Listening”

“Crime of the Century”

**Crisis? What Crisis? (1975)**

“Easy Does It”

“Sister Moonshine”

“Ain't Nobody But Me”

“A Soapbox Opera”

“Another Man's Woman”

“Lady”

“Poor Boy”

“Just A Normal Day”

“The Meaning”

“Two Of Us”

**Even in the Quietest Moments (1977)**

“Give A Little Bit”

“Lover Boy”

“Even In The Quietest Moments”

“Downstream”

“Babaji”

“From Now On”

“Fool's Overture”

**Breakfast in America (1979)**

“Gone Hollywood”

“The Logical Song”

“Goodbye Stranger”

“Breakfast In America”

“Oh Darling”

“Take The Long Way Home”

“Lord Is It Mine”

“Just Another Nervous Wreck”

“Casual Conversations”

“Child of Vision”

### **Paris (1980)**

- “School – Live At Pavillon de Paris/1979”
- “Ain’t Nobody But Me – Live At Pavillon de Paris/1979”
- “The Logical Song – Live At Pavillon de Paris/1979”
- “Bloody Well Right – Live At Pavillon de Paris/1979”
- “Breakfast In America – Live At Pavillon de Paris/1979”
- “You Started Laughing – Live At Pavillon de Paris/1979”
- “Hide In Your Shell – Live At Pavillon de Paris/1979”
- “From Now On – Live At Pavillon de Paris/1979”
- “Dreamer – Live At Pavillon de Paris/1979”
- “Rudy – Live At Pavillon de Paris/1979”
- “A Soapbox Opera – Live At Pavillon de Paris/1979”
- “Asylum – Live At Pavillon de Paris/1979”
- “Take The Long Way Home – Live At Pavillon de Paris/1979”
- “Fool’s Overture – Live At Pavillon de Paris/1979”
- “Two Of Us – Live At Pavillon de Paris/1979”
- “Crime Of The Century – Live At Pavillon de Paris/1979”

### **Famous Last Words (1982)**

- “Crazy”
- “Put On Your Old Brown Shoes”
- “It's Raining Again”
- “Bonnie”
- “Know Who You Are”
- “My Kind Of Lady”
- “C'est Le Bon”
- “Waiting So Long”
- “Don't Leave Me Now”

# EXHIBIT C

WITHDRAWAL AGREEMENT

*R. Hodgson*  
*MA*

THIS WITHDRAWAL AGREEMENT (the "Agreement") is made and entered into this 13<sup>th</sup> day of ~~November~~ <sup>December</sup>, 1984, by and among ROGER HODGSON ("Hodgson"), ROGER HODGSON PRODUCTIONS, INC. ("ROHOP"), SUPERTRAMP, A PARTNERSHIP, SUPERTRAMP TOURING COMPANY, SWINDON, INC., ROADSWEEPERS, INC., EQUIPMENT UNLIMITED, DELICATE MUSIC, RICHARD DAVIES ("Davies"), RICK DAVIES PRODUCTIONS, INC. ("RDAP"), JOHN A. HELLIWELL ("Helliwell"), P.A.R.P. PRODUCTIONS, INC. ("P.A.R.P."), ROBERT L. SIEBENBERG ("Siebenberg"), ROBERT SIEBENBERG PRODUCTIONS, INC. ("RSIP"), DOUGLAS C. THOMSON ("Thomson"), and DOUGLAS THOMSON PRODUCTIONS, INC. ("DTOP"), with reference to the following facts:

A. Davies, Hodgson, Helliwell, Siebenberg, and Thomson have heretofore recorded and performed together as the musical group professionally known as "Supertramp". References in this Agreement to "Supertramp" shall be deemed to refer to the musical group professionally known as "Supertramp" irrespective of who the members of the group may be at the particular time in question.

B. SUPERTRAMP, A PARTNERSHIP ("Supertramp Partnership") is a California general partnership, the original partners of which were RDAP, ROHOP, P.A.R.P., RSIP, DTOPT, and Russel Pope Productions, Inc. ("RPOP"). Supertramp Partnership has a written General Partnership Agreement, dated as of January 1, 1981 (the "Supertramp Partnership Agreement").

C. Swindon, Inc. ("Swindon") is a California corporation, all of the issued and outstanding stock of which is now owned by RDAP, ROHOP, P.A.R.P., RSIP, and DTOPT.

D. Roadsweepers, Inc. ("Roadsweepers") is a California corporation, all of the issued and outstanding stock of which is owned by Swindon.

E. Supertramp Touring Company ("STC") is a California general partnership, the original partners of which were Davies, Hodgson, Helliwell, Siebenberg, Thomson, Russel Pope ("Pope") and David Margereson ("Margereson"). STC operates under an oral partnership agreement.

F. Equipment Unlimited ("EQU") is a California general partnership, the original partners of which were Davies, Hodgson, Helliwell, Siebenberg, Thomson, Pope and Margereson. EQU operates under an oral partnership agreement.



G. Delicate Music ("Delicate") is a California general partnership, the partners of which are Davies and Hodgson. Delicate operates under an oral partnership Agreement. Delicate's income is allocated among Davies, Hodgson, Helliwell, Siebenberg, Thomson, Mismanagement, Inc., and, to a more limited extent, Pope, in accordance with that certain "Memorandum of Agreement (Publishing)", dated as of January 18, 1977, as subsequently modified orally in March 1983 (the "Publishing Memorandum").

H. ~~RPOP has heretofore withdrawn as a partner of Supertramp Partnership~~ and heretofore transferred all of RPOP's shares of Swindon stock back to Swindon.

I. Pope has heretofore withdrawn as a partner from STC and EQU.

J. ROHOP has decided to withdraw as a partner from Supertramp Partnership and to transfer all of its shares of Swindon stock back to Swindon.

K. Hodgson has decided to withdraw as a partner from STC and EQU.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Withdrawal from Supertramp Partnership.

1.1 Effective as of September 30, 1983, ROHOP shall be deemed to have withdrawn as a partner from Supertramp Partnership. Pursuant to paragraph 4.02 of the Supertramp Partnership Agreement, ROHOP shall receive from Supertramp Partnership the amounts provided in paragraph 4.05 of the Supertramp Partnership Agreement, treating September 30, 1983 as the Valuation Date. ROHOP acknowledges and agrees that any recordings which were not released in the United States by A&M Records, Inc. ("A&M") on or before September 30, 1983 shall not be deemed to be "Pre-Valuation Masters", as that term is defined in subparagraph 4.05(b)(i) of the Supertramp Partnership Agreement.

1.2 Without limiting the applicability of any provision of the Supertramp Partnership Agreement, but subject to the provisions of paragraphs 13 and 14 hereof, ROHOP and Hodgson specifically agree to be bound by the provisions of paragraph 4.07(b) of the Supertramp Partnership Agreement. Without limiting the generality of the foregoing, but subject to the provisions of paragraphs 13 and 14 hereof, ROHOP and Hodgson specifically acknowledge and agree that neither of them

has, or shall ever claim to have, any right or interest whatsoever ~~in or to the name, trademark and service mark "SUPER-TRAMP"~~, and neither of them shall hereafter use such name in any commercial manner whatsoever.

1.3 (a) As additional compensation for services previously furnished by ROHOP in connection with the production of Pre-Valuation Masters, Supertramp Partnership shall pay ROHOP a royalty of one and one-half percent (1-1/2%) with respect to net sales of the first two million (2,000,000) royalty-bearing units of the first long-playing record album delivered by Supertramp to, and released by, A&M after the date hereof, which album consists of master recordings made by Supertramp after the Valuation Date (the "Next Supertramp Album"). ROHOP's royalties under this paragraph 1.3 shall be computed upon the retail list price of records, less packaging charges, taxes, and all other deductions taken from such price by A&M in calculating the royalties payable to Supertramp Partnership under the production agreement between A&M and Supertramp Partnership, dated as of January 1, 1981 (the "1981 Production Agreement"). If, with respect to any type of exploitation of the Next Supertramp Album, Supertramp Partnership is paid royalties on the basis of a percentage of gross or net receipts, ROHOP shall be paid a fraction of such receipts, the numerator of which shall be one and one-half percent (1-1/2%) and the denominator of which shall be the so-called "all-in" royalty rate payable to Supertramp Partnership under the 1981 Production Agreement with respect to single-disc albums, comprised entirely of master recordings featuring the performances of Supertramp, which albums are sold for distribution through normal retail channels in the United States and for which Supertramp Partnership is entitled to a "full royalty rate".

(b) The royalties payable to ROHOP under this paragraph 1.3 shall be computed in the same manner and method as the royalties payable to Supertramp Partnership by A&M under the 1981 Production Agreement, including, but not limited to, all reductions, deductions and category variations for tape sales, licensee sales, foreign sales, domestic sales for export, record club sales and all other mail order sales, "economy" and "budget" record sales and other reduced price sales, institutional and governmental sales, compact disc sales, cable transmission sales, packaging charges, reserves, taxes and other governmental or union payments, the computation of "gross" and/or "net" receipts, the distribution of the Next Supertramp Album in distribution channels other than normal retail channels, the distribution of "free", "no-charge" and "bonus" records (whether for promotional purposes or for re-

has, or shall ever claim to have, any right or interest whatsoever in or to the name, trademark and service mark "SUPER-TRAMP", and neither of them shall hereafter use such name in any commercial manner whatsoever.

1.3 (a) As additional compensation for services previously furnished by ROHOP in connection with the production of Pre-Valuation Masters, Supertramp Partnership shall pay ROHOP a royalty of one and one-half percent (1-1/2%) with respect to net sales of the first two million (2,000,000) royalty-bearing units of the first long-playing record album delivered by Supertramp to, and released by, A&M after the date hereof, which album consists of master recordings made by Supertramp after the Valuation Date (the "Next Supertramp Album"). ROHOP's royalties under this paragraph 1.3 shall be computed upon the retail list price of records, less packaging charges, taxes, and all other deductions taken from such price by A&M in calculating the royalties payable to Supertramp Partnership under the production agreement between A&M and Supertramp Partnership, dated as of January 1, 1981 (the "1981 Production Agreement"). If, with respect to any type of exploitation of the Next Supertramp Album, Supertramp Partnership is paid royalties on the basis of a percentage of gross or net receipts, ROHOP shall be paid a fraction of such receipts, the numerator of which shall be one and one-half percent (1-1/2%) and the denominator of which shall be the so-called "all-in" royalty rate payable to Supertramp Partnership under the 1981 Production Agreement with respect to single-disc albums, comprised entirely of master recordings featuring the performances of Supertramp, which albums are sold for distribution through normal retail channels in the United States and for which Supertramp Partnership is entitled to a "full royalty rate".

(b) The royalties payable to ROHOP under this paragraph 1.3 shall be computed in the same manner and method as the royalties payable to Supertramp Partnership by A&M under the 1981 Production Agreement, including, but not limited to, all reductions, deductions and category variations for tape sales, licensee sales, foreign sales, domestic sales for export, record club sales and all other mail order sales, "economy" and "budget" record sales and other reduced price sales, institutional and governmental sales, compact disc sales, cable transmission sales, packaging charges, reserves, taxes and other governmental or union payments, the computation of "gross" and/or "net" receipts, the distribution of the Next Supertramp Album in distribution channels other than normal retail channels, the distribution of "free", "no-charge" and "bonus" records (whether for promotional purposes or for re-

sale), and all other discounts, and ROHOP shall be paid on the same percentage of sales that Supertramp Partnership is paid by A&M under the Production Agreement.

(c) ROHOP specifically acknowledges and agrees that:

(i) ROHOP shall only be entitled to a royalty on net sales of disc and tape units of the Next Supertramp Album, and shall not be entitled to a royalty with respect to any other exploitation of the master recordings contained on the Next Supertramp Album ("Next Album Masters"). Without limiting the generality of the foregoing sentence, ROHOP shall not be entitled to any royalty with respect to the exploitation of any Next Album Masters on seven-inch or twelve-inch singles, or on any "Greatest Hits" album (except as provided in paragraph 8.3 below), or with respect to any licensed use of the Next Album Masters (including, without limitation, on a so-called K-tel-type compilation record or in a motion picture).

(ii) ROHOP shall not be entitled to any royalty on net sales of the Next Supertramp Album in excess of two million (2,000,000) royalty-bearing units. If net sales of the Next Supertramp Album exceed two million (2,000,000) royalty-bearing units, ROHOP's royalties hereunder shall be calculated on the first two million (2,000,000) royalty-bearing units reported as sold on accounting statements rendered by A&M to Supertramp Partnership.

(iii) The one and one-half percent (1-1/2%) royalty rate set forth in subparagraph 1.3(a) above shall apply to sales in the United States, the United Kingdom, and Canada; such royalty rate shall be reduced for sales in all other countries as provided in subparagraph 1.3(b) above.

(d) Within ten (10) days after the full execution of this Agreement, Supertramp Partnership shall pay to ROHOP the sum of One Hundred Thousand Dollars (\$100,000.00) as an advance recoupable by Supertramp Partnership from any and all royalties payable to ROHOP pursuant to this paragraph 1.3 (but not from any other royalties or other monies payable to ROHOP or Hodgson pursuant to this Agreement, the Supertramp Partnership Agreement, or any other agreement between ROHOP and/or Hodgson, on the one hand, and any of the Supertramp Parties, on the other hand).

1.4 Supertramp Partnership shall use its best efforts to obtain A&M's agreement: (a) to pay directly to ROHOP, at the same time statements are rendered to Supertramp Partner-

ship by A&M, (i) all royalties (net of expenses chargeable to ROHOP hereunder or under the Supertramp Partnership Agreement) payable to ROHOP under the Supertramp Partnership Agreement in respect of exploitation of Pre-Valuation Masters, and (ii) all royalties (net of expenses chargeable to ROHOP hereunder) payable to ROHOP pursuant to paragraph 1.3 hereof; and (b) to permit ROHOP to examine directly A&M's books and records on the same terms and conditions as are applicable to Supertramp Partnership under the 1981 Production Agreement. Such best efforts shall include sending A&M a letter irrevocably authorizing and directing A&M to make such direct payments and to grant such direct audit rights, and attempting to get A&M to execute this Agreement in the appropriate space below. If A&M agrees to make such direct payments, the amount of chargeable expenses to be deducted from each such payment shall be determined solely by the accountant for Supertramp Partnership (using his/her reasonable business judgment), who shall advise A&M and ROHOP of such amount. If A&M does not agree to make such direct payments, Supertramp Partnership shall pay such royalties to ROHOP within thirty (30) days after such royalties are received by Supertramp Partnership from A&M.

1.5 All payments to ROHOP pursuant to paragraph 1.3 hereof shall be treated as payments of ROHOP's distributive share of Supertramp Partnership's income, as described in Section 736(a) of the Internal Revenue Code of 1954, as amended from time to time.

1.6 ROHOP and Hodgson acknowledge and agree that, whenever the consent or approval of Supertramp Partnership is required under any agreement between Supertramp Partnership and a third party (including, without limitation, any agreement between Supertramp Partnership and A&M) relating to the Pre-Valuation Masters or to the master recordings delivered by Supertramp under the recording agreement (the "1973 Recording Agreement") between A&M Records Limited and Supertramp, dated October 30, 1973 (the "1973 Masters"), or to the master recordings delivered by Swindon under the production agreement (the "1977 Production Agreement") between A&M and Swindon, dated as of January 18, 1977 (the "1977 Masters"), such consent or approval may be given or withheld by Supertramp Partnership, in its sole and arbitrary discretion, without the approval or consent of ROHOP or Hodgson; provided, however, if an authorized representative of ROHOP is available prior to the Approval Date, Supertramp Partnership shall use its best efforts to consult with such authorized representative of ROHOP regarding any matter as to which such consent or approval is required, but the inadvertent failure of Supertramp Partnership to so consult with ROHOP shall not be deemed a breach of this Agreement. As used in this paragraph 1.6, the term "Approval Date"

ship by A&M, (i) all royalties (net of expenses chargeable to ROHOP hereunder or under the Supertramp Partnership Agreement) payable to ROHOP under the Supertramp Partnership Agreement in respect of exploitation of Pre-Valuation Masters, and (ii) all royalties (net of expenses chargeable to ROHOP hereunder) payable to ROHOP pursuant to paragraph 1.3 hereof; and (b) to permit ROHOP to examine directly A&M's books and records on the same terms and conditions as are applicable to Supertramp Partnership under the 1981 Production Agreement. Such best efforts shall include sending A&M a letter irrevocably authorizing and directing A&M to make such direct payments and to grant such direct audit rights, and attempting to get A&M to execute this Agreement in the appropriate space below. If A&M agrees to make such direct payments, the amount of chargeable expenses to be deducted from each such payment shall be determined solely by the accountant for Supertramp Partnership (using his/her reasonable business judgment), who shall advise A&M and ROHOP of such amount. If A&M does not agree to make such direct payments, Supertramp Partnership shall pay such royalties to ROHOP within thirty (30) days after such royalties are received by Supertramp Partnership from A&M.

1.5 All payments to ROHOP pursuant to paragraph 1.3 hereof shall be treated as payments of ROHOP's distributive share of Supertramp Partnership's income, as described in Section 736(a) of the Internal Revenue Code of 1954, as amended from time to time.

1.6 ROHOP and Hodgson acknowledge and agree that, whenever the consent or approval of Supertramp Partnership is required under any agreement between Supertramp Partnership and a third party (including, without limitation, any agreement between Supertramp Partnership and A&M) relating to the Pre-Valuation Masters or to the master recordings delivered by Supertramp under the recording agreement (the "1973 Recording Agreement") between A&M Records Limited and Supertramp, dated October 30, 1973 (the "1973 Masters"), or to the master recordings delivered by Swindon under the production agreement (the "1977 Production Agreement") between A&M and Swindon, dated as of January 18, 1977 (the "1977 Masters"), such consent or approval may be given or withheld by Supertramp Partnership, in its sole and arbitrary discretion, without the approval or consent of ROHOP or Hodgson; provided, however, if an authorized representative of ROHOP is available prior to the Approval Date, Supertramp Partnership shall use its best efforts to consult with such authorized representative of ROHOP regarding any matter as to which such consent or approval is required, but the inadvertent failure of Supertramp Partnership to so consult with ROHOP shall not be deemed a breach of this Agreement. As used in this paragraph 1.6, the term "Approval Date"

shall mean the date occurring three (3) days before the last date on which Supertramp Partnership has the right, pursuant to its agreement with the third party, to grant or withhold its consent or approval in respect of the particular matter; provided, if there is no such date specified in such agreement, then the term "Approval Date" shall mean the date seven (7) days after Supertramp Partnership first attempts to consult with an authorized representative of ROHOP. The provisions of paragraph 7.4 hereof, and not the provisions of this paragraph 1.6 or of paragraph 2.6 below, shall apply to the giving or withholding of approval or consent by Delicate with respect to exploitation of musical compositions owned by Delicate.

2. Severance from Swindon.

2.1 Effective as of September 30, 1983, Hodgson shall be deemed to have resigned as an officer and director of Swindon. Contemporaneously herewith, Hodgson shall submit a written resignation dated as of September 30, 1983, to such effect, to the Board of Directors of Swindon.

2.2 Effective as of September 30, 1983, ROHOP shall be deemed to have assigned and transferred to Swindon all right, title and interest in and to all shares of Swindon capital stock owned by ROHOP. Contemporaneously herewith, ROHOP shall endorse over to Swindon stock certificate number seven, representing seventeen (17) shares of Swindon capital stock ("ROHOP's Shares"), which ROHOP represents and warrants are all of the shares of Swindon capital stock owned by ROHOP.

2.3 As full and complete payment to ROHOP for ROHOP's Shares, Swindon shall pay to ROHOP, on or before October 15, 1984, one-sixth (1/6) of the consolidated book value, as of March 31, 1984, of all of the issued and outstanding capital stock of Swindon and Roadsweepers. ROHOP acknowledges that such consolidated book value as of March 31, 1984 is estimated to be approximately Three Thousand Dollars (\$3,000.00).

2.4 Swindon shall pay Hodgson, as additional compensation for services previously rendered in connection with the production of recordings made by Supertramp prior to September 30, 1983, date hereof, one-sixth (1/6) of the net artist royalties received by Swindon from A&M under the 1977 Production Agreement and under the 1973 Recording Agreement. All of the parties hereto acknowledge that Hodgson was entitled to receive the additional compensation described in this paragraph 2.4 without regard to the execution of this Agreement or the transfer to Swindon of ROHOP's Shares. As used in this paragraph 2.4, the term "net artist royalties" shall mean the so-called

"all-in" royalties payable by A&M to Swindon, less all royalties payable by Swindon to third parties not affiliated with the Supertramp Parties (including, but not limited to, producers and recording engineers).

2.5 Swindon shall use its best efforts to obtain A&M's agreement (a) to pay directly to Hodgson, at the same time statements are rendered to Swindon by A&M, all royalties (net of expenses chargeable to Hodgson hereunder) payable to Hodgson pursuant to paragraph 2.4 hereof, and (b) to permit Hodgson to examine directly A&M's books and records on the same terms and conditions as are applicable to Swindon under the 1977 Production Agreement. Such best efforts shall include sending A&M a letter irrevocably authorizing and directing A&M to make such direct payments and to grant such direct audit rights, and attempting to get A&M to execute this Agreement in the appropriate space below. If A&M agrees to make such direct payments, the amount of chargeable expenses to be deducted from each such payment shall be determined solely by the accountant for Swindon (using his/her reasonable business judgment), who shall advise A&M and Hodgson of such amount. If A&M does not agree to make such direct payments, Swindon shall pay such royalties to Hodgson within thirty (30) days after such royalties are received by Swindon from A&M.

2.6 ROHOP and Hodgson acknowledge and agree that, whenever Swindon's consent or approval is required under any agreement between Swindon and a third party (including, without limitation, any agreement between Swindon and A&M) relating to the 1973 Masters and/or the 1977 Masters, such consent or approval may be given or withheld by Swindon, in its sole and arbitrary discretion, without the approval or consent of ROHOP or Hodgson; provided, however, if Hodgson or his authorized representative is available prior to the Approval Date, Swindon shall use its best efforts to consult with Hodgson or such authorized representative regarding any matter as to which such consent or approval is required, but Swindon's inadvertent failure to so consult with Hodgson shall not be deemed a breach of this Agreement. As used in this paragraph 2.6, the term "Approval Date" shall mean the date occurring three (3) days before the last date on which Swindon has the right, pursuant to its agreement with the third party, to grant or withhold its consent or approval in respect of the particular matter; provided, if there is no such date specified in such agreement, then the term "Approval Date" shall mean the date seven (7) days after Swindon first attempts to consult with an authorized representative of ROHOP.



3. Severance from Roadsweepers.

Hodgson hereby acknowledges prior receipt from Roadsweepers, as additional compensation for services previously rendered in connection with Supertramp personal appearance engagements performed prior to the date hereof, of one-sixth (1/6) of Roadsweepers' net income for the fiscal year ended January 31, 1984, after payment by Roadsweepers of any personal management commissions due in respect of such income. Hodgson acknowledges and consents to the deduction by Roadsweepers from Hodgson's share of such income of any and all loans and advances made to Hodgson by Roadsweepers prior to the date of payment to Hodgson of his share of such income. All of the parties hereto acknowledge that Hodgson was entitled to the additional compensation described in this paragraph 3 without regard to the execution of this Agreement or the transfer to Swindon of ROHOP's Shares.

4. Withdrawal from STC.

4.1 Effective as of September 30, 1983, Hodgson shall be deemed to have withdrawn as a partner from STC. Hodgson hereby acknowledges prior receipt from STC of one-seventh (1/7) of STC's net income for the fiscal year ended December 31, 1983. Hodgson acknowledges and consents to the deduction by STC from Hodgson's share of such income of any and all loans and advances made to Hodgson by STC prior to the date of payment to Hodgson of his share of such income.

4.2 As between STC, on the one hand, and Hodgson and ROHOP, on the other hand, STC shall be entitled to physical custody and possession of any and all audio, visual, and audiovisual materials owned by STC and recorded and/or shot before October 1 1983 (hereinafter referred to as "Pre-Valuation Materials"). Subject to the provisions of paragraph 4.4 below, STC shall have the right to exploit all Pre-Valuation Materials, without restriction, in any manner or medium as STC, in its sole and arbitrary discretion, may determine; provided however, those portions of the Pre-Valuation Materials in which the camera focuses on Hodgson's performances as lead vocalist shall not comprise more than twenty percent (20%) of the running time of any television program in which STC uses (or authorizes any third party to use) any Pre-Valuation Materials. STC shall accord Hodgson appropriate credit in connection with any exploitation by (or with the authority of) STC of Pre-Valuation Materials which contain Hodgson's performances. Within thirty (30) days after receipt by STC of the applicable sums, STC shall pay Hodgson one-seventh (1/7) of the PVM Net Income received by STC. As used in this paragraph 4, "PVM Net Income" shall mean the gross sums received by the

Exploiting Party from its exploitation of the Pre-Valuation Materials, less the costs and expenses described in paragraph 4.5 below. As used in this paragraph 4, the term "Exploiting Party" shall mean STC, as to STC's exploitation of the Pre-Valuation Materials, and Hodgson, as to Hodgson's exploitation of the Pre-Valuation Materials.

4.3 Hodgson or his authorized representative shall be given access to all Pre-Valuation Materials, at all reasonable times, upon reasonable advance notice to STC. Hodgson shall have the right to use and exploit (and to authorize third parties to use and exploit), only for the purpose of inclusion in a television program about Hodgson, only those portions of the Pre-Valuation Materials which focus on Hodgson's performances as lead vocalist, lead guitarist, or keyboardist; provided, however, the portions of the Pre-Valuation Materials included in any such television program shall not comprise more than twenty percent (20%) of the running time of such program. Hodgson specifically acknowledges and agrees that "a television program about Hodgson" shall not be deemed to include (a) any advertisement or commercial relating to Hodgson or any of his recording or performing activities, or (b) any so-called "promotional video" or other audio-visual reproduction intended primarily for promotional purposes. STC shall permit Hodgson to have temporary custody, and to make (at his sole cost and expense) and retain not more than two (2) copies, of the portions of the Pre-Valuation Materials which Hodgson desires to use, provided that Hodgson shall promptly return any and all Pre-Valuation Materials of which he is given temporary custody, in the same condition as when he received them. Hodgson shall accord the other members of Supertramp appropriate credit in connection with any use by Hodgson of the Pre-Valuation Materials. Within thirty (30) days after receipt by Hodgson of the applicable sums, Hodgson shall pay STC six-sevenths (6/7) of the PVM Net Income received by Hodgson.

4.4 STC and Hodgson shall each use best efforts to notify the other in writing whenever such party proposes to use and/or exploit any Pre-Valuation Materials, and the party receiving any such notice shall sign a copy thereof acknowledging receipt thereof. Whenever Hodgson proposes to use and/or exploit any Pre-Valuation Materials in accordance with the provisions of paragraph 4.3 above, and whenever STC proposes to use and/or exploit any Pre-Valuation Materials which contain Hodgson's performances, such party shall use its best efforts to consult with the other party and provide the other party with the opportunity to express such other party's opinions regarding artistic matters in connection with such use and/or exploitation; provided, however, (a) such other party shall make himself/itself available at reasonable times upon reason-

able notice, (b) STC's decision regarding artistic matters in connection with its use of the Pre-Valuation Materials shall be final and controlling, (c) Hodgson's decision regarding artistic matters in connection with his permitted use of the Pre-Valuation Materials shall be final and controlling, and (d) neither STC's nor Hodgson's inadvertent failure to so consult with the other party shall be deemed a breach of this Agreement.

4.5 If any Pre-Valuation Materials are exploited in combination with other audio and/or visual materials, the PVM Net Income received by the Exploiting Party from the exploitation of such combination shall be reduced by multiplying such share by a fraction, the numerator of which shall be the playing time of the Pre-Valuation Materials used in such combination and the denominator of which shall be the total playing time of such combination. All costs and expenses incurred by the Exploiting Party in connection with the exploitation of the Pre-Valuation Materials (including, without limitation, costs of editing, mixing, and otherwise preparing the Pre-Valuation Materials for exploitation, whether alone or in combination with other audio and/or visual materials, and all legal, accounting and other expenses incurred by the Exploiting Party in connection with such exploitation), shall be deducted by the Exploiting Party in calculating the PVM Net Income received by the Exploiting Party.

4.6 All payments to Hodgson pursuant to paragraphs 4.1 and 4.2 hereof shall be treated as payments of Hodgson's distributive share of STC's income, as described in Section 736(a) of the Internal Revenue Code of 1954, as amended from time to time.

## 5. Withdrawal from EQU.

5.1 Effective as of September 30, 1983, Hodgson shall be deemed to have withdrawn as a partner from EQU. Hodgson acknowledges and approves the transfer by EQU to Delicate Production Company ("DPC"), prior to the date hereof, of all right, title and interest in and to approximately Ninety Thousand Dollars (\$90,000) of equipment owned by EQU in payment of amounts owed by STC to DPC. Hodgson acknowledges that EQU received appropriate and adequate consideration from STC for such transfer to DPC. In complete satisfaction of Hodgson's interest in EQU, EQU shall pay Hodgson one-seventh (1/7) of the Net Fair Market Value, as of September 30, 1984, of the remaining equipment owned by EQU as of March 31, 1984. The fair market value of such remaining equipment shall be determined on or before December 31, 1984 by sale or by an appraiser selected by Paul Glass and approved by EQU, Hodgson and Pope (which approval shall not be unreasonably withheld), which appraiser

shall be a person with substantial knowledge of musical equipment. Such appraiser's determination of fair market value shall be binding upon Hodgson. In determining fair market value, such appraiser shall assume that the equipment must be sold within a reasonable period of time and shall not assume that there is an unlimited amount of time within which to sell such equipment. "Net Fair Market Value", as used herein, means the fair market value less estimated selling costs and expenses.

5.2 Notwithstanding anything to the contrary contained in paragraph 5.1 above:

(a) If Hodgson desires to have EQU transfer to him, in partial or total satisfaction of Hodgson's interest in EQU, title to certain items of equipment owned by EQU, Hodgson shall notify EQU in writing of such desire within sixty (60) days after the date hereof (the "Equipment Notice"), and Hodgson shall specify in such notice the particular items of equipment which he desires to acquire (the "Selected Items").

(b) Within thirty (30) days after EQU's receipt from Hodgson of the Equipment Notice, EQU shall decide (and shall notify Hodgson in writing of its decision), in its sole and arbitrary discretion, which Selected Items, if any, it is willing to sell to Hodgson. EQU shall execute a bill of sale or other instrument evidencing transfer to Hodgson of all right, title and interest in and to any Selected Items which EQU notifies Hodgson it is willing to sell to Hodgson. The Net Fair Market Value of the Selected Items, if any, which EQU notifies Hodgson it is willing to sell to Hodgson shall be deducted from the payment required to be made to Hodgson pursuant to paragraph 5.1 above.

5.3 All payments to Hodgson pursuant to paragraph 5.1 hereof shall be treated as payments for Hodgson's interest in EQU's property, as described in Section 736(b) of the Internal Revenue Code of 1954, as amended from time to time.

## 6. Costs and Expenses.

Notwithstanding anything to the contrary contained in this Agreement, Hodgson and ROHOP expressly acknowledge and agree that all amounts payable to them pursuant to this Agreement shall be net of, and the entities obligated to pay such amounts (each such entity is hereinafter in this paragraph 6 referred to as a "Responsible Entity") shall be entitled to deduct therefrom, Hodgson's or ROHOP's (as the case may be) Applicable Share (as hereinafter defined) of the following costs and expenses: (a) all reasonable and necessary costs and

expenses incurred by the Responsible Entity in connection with all of its business and affairs conducted prior to October 1, 1983; and (b) all reasonable and necessary costs and expenses incurred by the Responsible Entity in connection with the generation, collection, and distribution, after September 30, 1983, of all monies payable to or received by the Responsible Entity and a portion of which is payable to Hodgson or ROHOP hereunder. The "reasonable and necessary costs and expenses" referred to in clauses (a) and (b) of the preceding sentence shall include, without limitation, all legal and accounting fees (other than legal and accounting fees incurred in connection with the negotiation and preparation of this Agreement), personal management commissions, business management commissions, insurance, taxes, and audit expenses [whether the audit is an audit of a third party conducted by the Responsible Entity, or is an audit of the Responsible Entity conducted by a third party (e.g., an audit by the Internal Revenue Service)]. As used in this paragraph 6, the term "Applicable Share" shall mean, with respect to a particular Responsible Entity, the percentage of such Responsible Entity's income which Hodgson or ROHOP (as the case may be) is entitled to receive pursuant to the provisions of this Agreement.

7. Music Publishing Income.

7.1 For purposes of this Agreement, the term "Net Music Publishing Income" shall mean gross music publishing income (including publisher's and writer's shares) less applicable expenses described in paragraph 6 hereof. Hodgson shall continue to receive from Delicate, in perpetuity: (a) twenty-seven percent (27%) of the Net Music Publishing Income received by Delicate from the exploitation of all musical compositions embodied on all Supertramp long-playing record albums released prior to the release of the album entitled "Famous Last Words" ("Pre-FLW Compositions"); and (b) thirty-two and fifteen hundredths percent (32.15%) of the Net Music Publishing Income received by Delicate from the exploitation of all musical compositions embodied on the Supertramp record album entitled "Famous Last Words" ("FLW Compositions"). Pre-FLW Compositions and FLW Compositions are hereinafter sometimes collectively referred to as "Delicate Compositions". Notwithstanding the foregoing or anything to the contrary contained in the Publishing Memorandum, if any Delicate Composition is exploited on a recording other than a Pre-Valuation Master, a 1977 Master, or a 1973 Master (such recording is hereinafter referred to in this paragraph 7.1 as a "Cover Recording"): (i) if the Cover Recording features the performance of a recording artist other than Supertramp (such Cover Recording is hereinafter referred to in this paragraph 7.1 as an "Outside Cover Recording"), Hodgson shall be entitled to receive from Delicate, in

perpetuity, fifty percent (50%) of the Net Music Publishing Income received by Delicate from the exploitation of such Outside Cover Recording; (ii) if the Cover Recording features the performance of Supertramp (such Cover Recording is hereinafter referred to in this paragraph 7.1 as a "Supertramp Cover Recording"), Hodgson shall be entitled to receive from Delicate, in perpetuity, the Adjusted Percentage (as hereinafter defined) of the Net Music Publishing Income received by Delicate from the exploitation of such Supertramp Cover Recording; and (iii) all public performance income received by Delicate with respect to such Delicate Composition which cannot be specifically attributed to the public performance of a particular recorded version of such Delicate Composition shall be allocated by Delicate's accountant in good faith to each recorded version (including the Pre-Valuation Master, the 1977 Master, or the 1973 Master) of such Delicate Composition. As used in this paragraph 7.1, the term "Adjusted Percentage" shall mean Hodgson's applicable percentage set forth in clause (a) or (b) of this paragraph 7.1, plus an additional percentage, if any (the "Additional Percentage"), computed as follows: (A) if the Supertramp Cover Recording embodies a Pre-FLW Composition, then, to the extent any one or more of Davies, Helliwell, Siebenberg, Thomson and Margereson does not participate in Delicate's Net Music Publishing Income from exploitation of such Supertramp Cover Recording, the Additional Percentage shall equal the percentage such non-participating person or persons would otherwise have received pursuant to the Publishing Memorandum multiplied by a fraction, the numerator of which shall be twenty-seven percent (27%) and the denominator of which shall be the aggregate percentage participations of each of Davies, Hodgson, Helliwell, Siebenberg, Thomson and Margereson who does participate in Delicate's Net Music Publishing Income from exploitation of such Supertramp Cover Recording; (B) if the Supertramp Cover Recording embodies an FLW Composition, then to the extent any one or more of Davies, Helliwell, Siebenberg, Thomson, Pope and Margereson does not participate in Delicate's Net Music Publishing Income from exploitation of such Supertramp Cover Recording, the Additional Percentage shall equal the percentage such non-participating person or persons would otherwise have received pursuant to the Publishing Memorandum multiplied by a fraction, the numerator of which shall be thirty-two and fifteen hundredths percent (32.15%) and the denominator of which shall be the aggregate percentage participations of each of Davies, Hodgson, Helliwell, Siebenberg, Thomson, Pope and Margereson who does participate in Delicate's Net Music Publishing Income from exploitation of such Supertramp Cover Recording.

7.2 (a) Hodgson hereby acknowledges and agrees that, except as set forth in paragraph 8.6 below, he does not

have and shall not claim any economic or other interest in any musical composition not written (in whole or in part) by him which composition is recorded by Supertramp (or by any one or more of the persons heretofore or hereafter comprising the group Supertramp) after the Valuation Date ("Post-Valuation Composition"). Any Post-Valuation Composition written by a member of Supertramp (other than Hodgson) is hereinafter sometimes referred to as a "New Supertramp Composition".

(b) Davies, Helliwell, Siebenberg and Thomson hereby acknowledge and agree that none of them shall have, and none of them shall claim, any economic or other interest in any musical composition written (in whole or in part) by Hodgson and not recorded by Supertramp prior to the Valuation Date.

7.3 Delicate shall use its best efforts to obtain the agreement of Almo Music Corp. ("Almo") (a) to pay directly to Hodgson, at the same time statements are rendered to Delicate by Almo, all monies (net of expenses chargeable to Hodgson hereunder) payable to Hodgson pursuant to paragraph 7.1 hereof, and (b) to permit Hodgson to examine directly Almo's books and records on the same terms and conditions as are applicable to Delicate under the Administration Agreement between Almo and Delicate, dated as of January 1, 1981. Such best efforts shall include sending Almo a letter irrevocably authorizing and directing Almo to make such direct payments and to grant such direct audit rights, and attempting to get Almo to execute this Agreement in the appropriate space below. If Almo agrees to make such direct payments, the correct amount of each such payment, and the amount of chargeable expenses to be deducted from each such payment, shall be determined solely by the accountant for Delicate (using his/her reasonable business judgment), who shall advise Almo and Hodgson of such amounts. If Almo does not agree to make such direct payments, Delicate shall pay such monies to Hodgson within thirty (30) days after such monies are received by Delicate from Almo.

7.4 Hodgson shall establish a new music publishing company to own musical compositions written (in whole or in part) by him, other than the Delicate Compositions. Davies shall establish a new music publishing company to own musical compositions written (in whole or in part) by him, other than the Delicate Compositions ("Davies New Publishing Company"). Davies and Hodgson agree that Delicate shall continue in business, and shall not be dissolved notwithstanding the death or disability of either of them, until the expiration of all copyrights (including renewal terms) owned (in whole or in part) by Delicate. Davies and Hodgson agree that, whenever Delicate's consent or approval is required under any agreement between Delicate and a third party (including, without limita-

tion, any agreement between Delicate and Almo), such consent or approval may be given or withheld only by whichever of Davies or Hodgson actually wrote the major portion of the Delicate Composition as to which such consent or approval is sought, or by such person's authorized representative. Attached hereto as Exhibit "A" is a schedule of the titles of all Delicate Compositions showing the actual writer(s) of each composition.

7.5 Immediately upon receipt by Hodgson or his representatives of any monies representing the writer's share of public performance income derived from exploitation of the Delicate Compositions (whether such income is received from a public performance society such as ASCAP, or from any other source except Delicate), Hodgson shall pay over to Delicate (and shall endorse any and all checks and drafts necessary to effect such payment over to Delicate) any and all such monies. Upon receipt by Delicate, all such monies shall be included in the calculation of Delicate's Net Music Publishing Income from the exploitation of the Delicate Compositions. If any such monies are received by Hodgson as part of a single payment which includes performance income from musical compositions other than Delicate Compositions ("Other Hodgson Compositions"), Hodgson shall nevertheless immediately pay over to Delicate the full amount of such payment if, but only if, Paul W. Glass ("Glass") or another person approved by Hodgson ("Approved Substitute") is, at the time Hodgson receives such payment, the accountant for Delicate. In such event, Delicate's accountant shall promptly calculate the amount of such payment which is allocable to Other Hodgson Compositions and shall promptly pay such amount back to Hodgson. If, at the time Hodgson receives such payment, Glass or an Approved Substitute is not the accountant for Delicate, Hodgson shall have the right to retain the full amount of such payment, and the portion thereof allocable to Delicate Compositions shall be credited by Delicate against monies otherwise payable to Hodgson pursuant to paragraph 7.1 hereof.

7.6 (a) Notwithstanding anything to the contrary contained in this Agreement, if either Davies' or Hodgson's twenty-seven percent (27%) share of Delicate's Net Music Publishing Income from the exploitation of Pre-FLW Compositions, and/or if Davies' or Hodgson's thirty-two and fifteen hundredths percent (32.15%) share of Delicate's Net Music Publishing Income from the exploitation of FLW Compositions, increases for any reason (other than by gift, bequest, inheritance operation of law, or court decree) at any time after the date hereof (e.g., by reason of such party's purchase of all or a portion of another person's interest in such income), whichever of Davies or Hodgson whose share of such income did not so increase shall have the right to acquire from the other of them



fifty percent (50%) of the amount by which such other party's share of such income increased over the share owned by such other party immediately prior to the increase. [By way of example, if Davies' twenty-seven percent (27%) share of Delicate's Net Music Publishing Income from the exploitation of Pre-FLW Compositions increases on January 1, 1986 to thirty-seven percent (37%) by reason of purchase from another person, Hodgson shall have the right to acquire from Davies fifty percent (50%) of the ten percent (10%) increase in Davies' share. If Hodgson elects to acquire such additional five percent (5%), thus leaving Davies with a thirty-two percent (32%) share, and if Davies' thirty-two percent (32%) share again increases on June 30, 1987 to forty percent (40%) by reason of purchase from another person, Hodgson shall have the right to acquire from Davies fifty percent (50%) of the eight percent (8%) increase in Davies' share.]

(b) Davies and Hodgson shall each give the other written notice of any increase in such party's share of Delicate's Net Music Publishing Income from the exploitation of Pre-FLW Compositions, and/or from the exploitation of FLW Compositions, within fifteen (15) days after the effective date of any such increase. Such notice (the "Increase Offer Notice") shall offer to the other party (the "Increase Offeree") the right to acquire the percentage share described in subparagraph 7.6(a) above for a price equal to one-half (1/2) of the amount (if any) paid by the offering party (the "Increase Offering Party") for one hundred percent (100%) of the increase which gives rise to the offer. The Increase Offeree shall have thirty (30) days after receipt of the Increase Offer Notice in which to notify the Increase Offering Party whether or not the Increase Offeree desires to acquire such percentage share at the price and pursuant to the terms set forth in the Increase Offer Notice (which terms shall be consistent with the terms of payment pursuant to which the Increase Offering Party acquired the increase giving rise to the offer). If the Increase Offeree fails to give the Increase Offering Party written notice within said thirty (30) day period that the Increase Offeree is exercising its right to acquire the offered percentage share at the price and pursuant to the terms set forth in the Increase Offer Notice, such right shall be deemed waived and the Increase Offering Party shall be entitled to retain one hundred percent (100%) of the increase which gave rise to the offer as if no such right had been available to the Increase Offeree.

7.7 Notwithstanding anything to the contrary contained in this Agreement, neither Davies nor Hodgson shall sell, transfer, assign or otherwise dispose of any interest in or to Delicate, or any interest in or to the copyright of any

Delicate Composition, to any person other than Family Members (as defined in paragraph 14.5 below) without first offering to the other of them (i.e., Davies offering to Hodgson, or Hodgson offering to Davies) the right to buy or acquire such interest at the same bona fide price, and pursuant to the same bona fide terms concerning the manner and time of payment only [it being understood and agreed that the party to whom such interest is offered (the "Delicate Offeree") shall not have to match any other terms], as may be offered to the party (the "Delicate Offering Party") making such offer to the Delicate Offeree by any responsible and unaffiliated third person, which terms may, however, only provide for payment of cash in a lump sum or in installments. The Delicate Offering Party shall give the Delicate Offeree prompt written notice (the "Delicate Offer Notice") of any such bona fide and acceptable offer described above (which Delicate Offer Notice shall set forth the name of the prospective purchaser, the price, and all other terms of such offer), and the Delicate Offeree shall have thirty (30) days after receipt of the Delicate Offer Notice in which to notify the Delicate Offering Party whether or not the Delicate Offeree desires to buy or acquire such interest in or to Delicate, or in or to the copyright of such Delicate Composition, at the price and pursuant to the terms set forth in the Delicate Offer Notice. If the Delicate Offeree fails to give the Delicate Offering Party written notice within said thirty (30) day period that the Delicate Offeree is exercising its right to buy or acquire such interest, the Delicate Offering Party shall have the right to accept the bona fide offer by the prospective purchaser, but only as set forth in the Delicate Offer Notice; provided, however, if the Delicate Offering Party does not accept such bona fide offer from such prospective purchaser within sixty (60) days after expiration of said thirty (30) day period, the procedure set forth in this paragraph 7.7 shall again be followed by the Delicate Offering Party before the Delicate Offering Party may dispose of such interest in or to Delicate, or in or to the copyright of such Delicate Composition.

#### 8. Greatest Hits Albums.

The following provisions shall apply to any "Best Of" or "Greatest Hits" type of album, featuring the performances of Supertramp, to be released by A&M after the date hereof (a "Greatest Hits Album"):

8.1 The parties hereto contemplate the release of the first such Greatest Hits Album (the "First Greatest Hits Album") at some time during calendar year 1985. However, ROHOP and Hodgson acknowledge and agree that the actual date of release of the First Greatest Hits Album shall be determined by

mutual agreement of A&M and Supertramp Partnership, and such release date may occur later than calendar year 1985.

8.2 ROHOP and Hodgson shall be entitled to share in the royalties derived by Supertramp Partnership and Swindon from sales of a Greatest Hits Album as follows:

(a) With respect to any and all 1973 Masters and/or 1977 Masters contained on a Greatest Hits Album, Hodgson shall receive royalties in accordance with the provisions of paragraph 2.4 hereof.

(b) With respect to any and all Pre-Valuation Masters contained on a Greatest Hits Album, ROHOP shall receive royalties in accordance with the provisions of paragraph 1.1 hereof.

(c) With respect to any and all master recordings contained on a Greatest Hits Album, which master recordings feature the performances of Supertramp but are not 1973 Masters, 1977 Masters, or Pre-Valuation Masters (such masters are sometimes hereinafter referred to in this paragraph 8 as "New Masters"), neither ROHOP nor Hodgson shall be entitled to any share of the royalties allocable to the New Masters, except as provided in paragraph 8.3 below.

8.3 Notwithstanding anything to the contrary contained in this Agreement, if a Hodgson New Song (as defined in paragraph 8.8 below) is embodied in a Supertramp/Hodgson New Master (as defined in paragraph 8.9 below) which is contained on the First Greatest Hits Album, then ROHOP shall be entitled to receive the following additional royalties from Supertramp Partnership, which royalties shall be payable in the same manner, and shall be subject to the same deductions [including, without limitation, pursuant to paragraph 4.05(b) of the Supertramp Partnership Agreement and paragraph 6 hereof], as the royalties payable to ROHOP pursuant to paragraph 1.1 hereof:

(a) Twenty percent (20%) of the net artist royalties received by Supertramp Partnership from the use of the Supertramp/Hodgson New Master on the First Greatest Hits Album and singles derived therefrom;

(b) Twenty percent (20%) of the net artist royalties received by Supertramp Partnership from any and all exploitation of the Supertramp/Hodgson New Master other than its use on the First Greatest Hits Album and singles derived therefrom;

(c) Twenty percent (20%) of the net artist royalties received by Supertramp Partnership from the use of the Supertramp/Davies New Master (as defined in paragraph 8.9 below) on the First Greatest Hits Album and singles derived therefrom; and

(d) Twenty percent (20%) of the net artist royalties received by Supertramp Partnership from the use on the First Greatest Hits Album of one (1) New Master, if any, other than the Supertramp/Hodgson New Master and the Supertramp/Davies New Master; if there is more than one (1) New Master contained on the First Greatest Hits Album in addition to the Supertramp/Hodgson New Master and the Supertramp/Davies New Master, Supertramp Partnership shall determine, in its sole and arbitrary discretion, by a majority vote of its partners, to which New Master the provisions of this subparagraph 8.3(d) will apply.

8.4 With respect to Delicate Compositions embodied in any master recordings contained on any Greatest Hits Album, Hodgson shall be entitled to share in Delicate's Net Music Publishing Income, derived from sales of such Greatest Hits Album and from exploitation of such master recordings, in accordance with the provisions of paragraph 7.1 hereof.

8.5 (a) With respect to any Hodgson New Song embodied in a Supertramp/Hodgson New Master contained on the First Greatest Hits Album, Hodgson shall receive credit as the sole writer and composer of such Hodgson New Song, and Hodgson shall be entitled to receive and retain one hundred percent (100%) of the Net Music Publishing Income derived from exploitation of such Hodgson New Song, including, without limitation, from sales of the First Greatest Hits Album and from any and all exploitation of such Supertramp/Hodgson New Master.

(b) With respect to any Davies New Song (as defined in paragraph 8.8 below) embodied in a Supertramp/Davies New Master contained on the First Greatest Hits Album, Davies shall receive credit as the sole writer and composer of such Davies New Song, and Davies shall be entitled to receive and retain one hundred percent (100%) of the Net Music Publishing Income derived from any and all exploitation of such Davies New Song, including, without limitation, from sales of the First Greatest Hits Album and from exploitation of such Supertramp/Davies New Master.

8.6 Notwithstanding anything to the contrary contained in this Agreement (including, without limitation, the provisions of paragraph 7.2 above), if a Hodgson New Song is embodied in a Supertramp/Hodgson New Master which is contained

on the First Greatest Hits Album, then Hodgson shall be entitled to receive the following additional music publishing income from Davies New Publishing Company, which income shall be payable in the same manner, and shall be subject to the same deductions (including, without limitation, pursuant to paragraph 6 hereof), as the Net Music Publishing Income payable by Delicate pursuant to paragraph 7.1 hereof: thirty-two and fifteen hundredths percent (32.15%) of the net mechanical copyright royalty income (including publisher's and writer's shares) derived by Davies New Publishing Company from the exploitation, only on the First Greatest Hits Album and singles derived therefrom, of one (1) New Master (if any) contained on the First Greatest Hits Album (other than the Supertramp/Davies New Master), which New Master embodies a New Supertramp Composition. If there is more than one (1) New Master, embodying a New Supertramp Composition, contained on the First Greatest Hits Album in addition to the Supertramp/Davies New Master, Davies New Publishing Company shall determine, in its sole discretion, to which New Master the provisions of this paragraph 8.6 will apply.

8.7 Without limiting the generality of the provisions of paragraph 7.2 above, Hodgson acknowledges and agrees that, in all events, he shall not have, and shall not claim, any economic or other interest in any Davies New Song.

8.8 Hodgson shall have the right, but not the obligation, to submit to Supertramp Partnership, specifically for inclusion on the First Greatest Hits Album, a musical composition, written solely by Hodgson and not released (or recorded by any person for release) in any medium (including, without limitation, phonorecords, motion pictures, or television) prior to the date of Hodgson's submission (such composition is herein sometimes referred to as a "Hodgson New Song"). Such right may be exercised by Hodgson at any time after January 1, 1985, but not later than thirty (30) days after written request by Supertramp Partnership that Hodgson submit the Hodgson New Song. Davies shall have the right, but not the obligation, to submit to Supertramp Partnership, specifically for inclusion on the First Greatest Hits Album, a musical composition, written solely by Davies and not released (or recorded by any person for release) in any medium (including, without limitation, phonorecords, motion pictures, or television) prior to the date of Davies' submission (such composition is herein sometimes referred to as a "Davies New Song"). Such right may be exercised by Davies at any time after January 1, 1985, but not later than thirty (30) days after written request by Supertramp Partnership that Davies submit the Davies New Song. The Hodgson New Song and the Davies New Song (hereinafter sometimes collectively referred to as the "New Songs") shall each be

submitted in the form of a demonstration tape recording containing both music and vocals.

8.9 Davies and Hodgson, together with the other persons who are performing members of the group Supertramp at the time the New Songs are to be recorded for inclusion on the First Greatest Hits Album, shall comprise the "Evaluation Group" which shall determine, by a majority vote, whether the Hodgson New Song and the Davies New Song (if any) are acceptable for recording and inclusion on the First Greatest Hits Album. With respect to each New Song submitted to Supertramp Partnership, the Evaluation Group shall make such determination within fourteen (14) days after the submission of such New Song; any New Song not rejected by the Evaluation Group within such fourteen (14)-day period shall be deemed accepted by the Evaluation Group. Any New Song accepted by the Evaluation Group shall be recorded by the Evaluation Group promptly after acceptance without the participation of any other performers or musicians (unless a majority of the Evaluation Group decides otherwise), and shall be recorded in a top-quality recording studio located within the State of California. Hodgson shall select the studio where the Hodgson New Song shall be recorded, and Davies shall select the studio where the Davies New Song shall be recorded. The master recording of the Davies New Song embodying the performances of the Evaluation Group is herein sometimes referred to as the "Supertramp/Davies New Master". The master recording of the Hodgson New Song embodying the performances of the Evaluation Group is herein sometimes referred to as the "Supertramp/Hodgson New Master".

8.10 If the Evaluation Group determines that a New Song is not acceptable for recording and inclusion on the First Greatest Hits Album, the writer of such New Song shall have fourteen (14) days after receipt of written notice from a representative of the Evaluation Group rejecting such New Song within which to submit to Supertramp Partnership a second New Song. This process shall be repeated until the earlier of (a) the acceptance by the Evaluation Group of a New Song from the writer thereof for recording and inclusion on the First Greatest Hits Album, or (b) seventy-five (75) days after Supertramp Partnership first requests submission of a Hodgson New Song. If, seventy-five (75) days after Supertramp Partnership first requests submission of a Hodgson New Song, the Evaluation Group has not accepted a Hodgson New Song (if Hodgson submits one) and/or has not accepted a Davies New Song (if Davies submits one), the New Songs submitted by Davies (if a Davies New Song has been submitted and not accepted) and/or by Hodgson (if a Hodgson New Song has been submitted and not accepted) shall be submitted to A&M Chairman Jerry Moss, or his designee (Moss or his designee are hereinafter referred to as "Moss"),

for his evaluation. Any Davies New Song submitted to and selected by Moss for recording and inclusion on the First Greatest Hits Album shall be recorded by the Evaluation Group and included on the First Greatest Hits Album. Any Hodgson New Song submitted to and selected by Moss for recording and inclusion on the First Greatest Hits Album shall be recorded by the Evaluation Group and included on the First Greatest Hits Album.

8.11 Notwithstanding anything to the contrary contained in this Agreement or elsewhere, the Supertramp/Hodgson New Master shall, for all purposes, be deemed a master delivered to A&M by Supertramp Partnership under and pursuant to the 1981 Production Agreement. Without limiting the generality of the foregoing, the provisions of paragraph 1.6 hereof shall be applicable to the Supertramp/Hodgson New Master.

8.12 If a Hodgson New Song is embodied in a Supertramp/Hodgson New Master which is contained on the First Greatest Hits Album, then, if and to the extent Supertramp Partnership has the right, pursuant to the 1981 Production Agreement, to designate or approve the master recordings to be included on any "single" record derived from the First Greatest Hits Album, such right shall be exercised by a majority vote of the Evaluation Group.

8.13 Notwithstanding anything to the contrary contained in this Agreement, the parties specifically acknowledge and agree:

(a) Whether or not Hodgson submits a Hodgson New Song to Supertramp Partnership, Davies shall not be obligated to submit a Davies New Song to Supertramp Partnership.

(b) If Hodgson elects not to submit a Hodgson New Song to Supertramp Partnership in accordance with the provisions of paragraph 8.8 or 8.10 above, or if Hodgson does not submit a Hodgson New Song to Supertramp Partnership within the time periods specified in paragraph 8.8 or 8.10 above, or if a Hodgson New Song is not accepted, in accordance with the provisions of paragraphs 8.9 and 8.10 hereof, for recording and inclusion on the First Greatest Hits Album, or if Hodgson refuses or fails to perform as part of the Evaluation Group on the master recording of any New Song which is intended for inclusion on the First Greatest Hits Album, then, in any of such events, neither Hodgson nor ROHOP shall be entitled to any of the benefits set forth in paragraphs 8.3, 8.5, or 8.6 above.

## 9. Audit Rights.

9.1 At any time within the Audit Period (as hereinafter defined) relating to any royalty statement or other

account rendered by Supertramp Partnership, Swindon, STC, Roadsweepers, EQU or Delicate (whichever of the foregoing entities renders such royalty statement or account is hereinafter in this paragraph 9 referred to as the "Supertramp Entity") hereunder, ROHOP or Hodgson (whichever of them is the recipient of such royalty statement or account; such recipient is hereinafter referred to in this paragraph 9.1 and in paragraphs 9.2, 9.3 and 9.4 as "Hodgson") shall have the right to examine the books and records of the Supertramp Entity with respect to such statement. Such examination (a) shall only be conducted after at least fifteen (15) days prior written notice to the Supertramp Entity, (b) shall be commenced at a mutually convenient time, and (c) shall be conducted at Hodgson's sole cost and expense by an independent certified public accountant or other qualified representative designated by Hodgson. Such examination shall be made during the Supertramp Entity's usual business hours at the place where the Supertramp Entity maintains the books and records that are necessary to verify the accuracy of the royalty statements and/or other accounts specified in Hodgson's notice to the Supertramp Entity, and Hodgson's examination shall be limited to the foregoing. Hodgson's sole right to inspect the Supertramp Entity's books and records shall be as set forth in this paragraph 9.1. No Supertramp Entity shall have any obligation to make available any such books and records more than once with respect to each royalty statement or other account rendered hereunder, or more than once during any calendar year.

9.2 All royalty statements and other accounts rendered by a Supertramp Entity shall be binding upon Hodgson and shall not be subject to any objection for any reason unless specific objection is made by Hodgson, by written notice to the Supertramp Entity stating the basis thereof, within the Audit Period. Unless notice is given to the Supertramp Entity as provided in this paragraph 9.2, each royalty statement and other account rendered by the Supertramp Entity shall be final, conclusive, and binding upon Hodgson, and shall constitute an account stated. Hodgson shall be foreclosed from maintaining any action, claim or proceeding against any of the Supertramp Parties (as defined in paragraph 10.1 below) in any forum or tribunal with respect to any royalty statement or account due hereunder unless (a) written notice is made to the Supertramp Entity as provided in this paragraph 9.2 and (b) such action, claim or proceeding is commenced against the Supertramp Entity in a court of competent jurisdiction within the Litigation Period.

9.3 Hodgson shall be entitled to receive his appropriate share of any monies recovered by a Supertramp Entity as a result of an audit of the books and records of A&M, Almo, or



any other person from whom the Supertramp Entity receives royalties or other payments (hereinafter in this paragraph 9 referred to as a "Third-Party Payor"). Hodgson shall have the right, at his sole cost and expense, to join any audit conducted by a Supertramp Entity of A&M, Almo or any Third-Party Payor, but all decisions with respect to the conduct of such audit and the settlement thereof shall be within the sole discretion of the Supertramp Entity conducting such audit.

9.4 As used in paragraphs 9.1 and 9.2 above:

(a) The term "Audit Period" shall mean: (i) with respect to any statement or account which relates to royalties or other monies received by the Supertramp Entity from A&M or Almo, the period of time beginning upon the date such statement or account is rendered to Hodgson and ending six (6) months before the end of the period of time within which the Supertramp Entity has the right to object to statements and accounts rendered by A&M or Almo, as applicable; (ii) with respect to any statement or account which relates to royalties or other monies received by the Supertramp Entity from any third party other than A&M and Almo, eighteen (18) months after the date such statement or account is rendered.

(b) The term "Litigation Period" shall mean the period of time beginning upon the date a statement or account is rendered to Hodgson and ending six (6) months after the end of the applicable Audit Period.

9.5 At any time within the Audit Period relating to any accounting rendered and/or payment made to STC by Hodgson pursuant to paragraph 4.3 hereof, STC shall have the right to examine the books and records of ROHOP or Hodgson (whichever of them is the person rendering such accounting or payment; such person is hereinafter referred to in this paragraph 9.5 as "Hodgson") with respect to such statement and/or payment. All of paragraph 9.1 hereof after the first sentence thereof, as well as the provisions of paragraphs 9.2, 9.3 and 9.4, shall apply with respect to accountings and payments from Hodgson to STC. For purposes of applying such provisions to the accountings and payments made by Hodgson to STC, the word "Hodgson" shall be substituted for the words "the Supertramp Entity", the term "STC" shall be substituted for the word "Hodgson", and the words "Hodgson or ROHOP" shall be substituted for the words "Supertramp Parties".

9.6 As used in paragraph 4.05 of the Supertramp Partnership Agreement, and in paragraphs 1.4, 2.4, 2.5, 4.2, 7.1, 7.3, and 8.3 hereof, the words "received by the Partnership," "received by Supertramp Partnership," "received by

Swindon," "received by STC," and "received by Delicate" shall be interpreted specifically to exclude monies otherwise payable to those entities (hereinafter referred to in this paragraph 9.6 as the "Supertramp Entities" or, in the singular, as a "Supertramp Entity") but which are withheld by any third party not directly or indirectly affiliated with any of the Supertramp Entities (each such third party is referred to in this paragraph 9.6 as a "Third Party Payor"). If, when, and to the extent that any such withheld sums are paid to any of the Supertramp Entities, such sums shall thereafter be deemed to be monies received by such Supertramp Entity. Notwithstanding the foregoing, if any Third Party Payor withholds any monies otherwise payable to a Supertramp Entity ("Payable Monies"), other than monies which are withheld based on a breach or alleged breach prior to the Valuation Date of a Third Party Payor's rights or any other third party's rights, the Payable Monies so withheld shall be deemed to have been received by the appropriate Supertramp Entity (whether or not such Payable Monies are in fact received by such Supertramp Entity) on the earlier of (a) the date nine (9) months after the date such Payable Monies were originally withheld or (b) the date such Payable Monies are actually paid to such Supertramp Entity.

#### 10. Mutual Release.

10.1 Except as expressly provided in this Agreement, Supertramp Partnership, STC, Swindon, Roadsweepers, EQU, Delicate, Davies, RDAP, Helliwell, P.A.R.P., Siebenberg, RSIP, Thomson and DTOF, for themselves and, to the full extent that their execution hereof renders it legally possible, for each of their predecessors, successors, partners, officers, directors, shareholders, employees, assigns, agents and representatives (all of the foregoing are hereinafter sometimes individually and collectively referred to as the "Supertramp Parties") hereby release and forever discharge Hodgson and ROHOP, and their respective predecessors, successors, partners, officers, directors, shareholders, employees, assigns, agents and representatives (all of the foregoing released persons and entities are hereinafter sometimes individually and collectively referred to as the "Hodgson Parties") from any and all claims, demands, debts, liabilities, obligations, accounts, and causes of action of every kind and nature whatsoever, in law, equity or otherwise, whether known, suspected or unknown, which the Supertramp Parties ever had or now have against the Hodgson Parties, including, but not limited to, any claims, demands, debts, liabilities, obligations, accounts and causes of action in any way arising out of, relating to, or in connection with any business or personal relationship or agreement (whether oral or written) between the Supertramp Parties and the Hodgson Parties. The Supertramp Parties acknowledge and agree that the

release set forth in this paragraph 10.1: (a) is given in consideration of the release set forth in paragraph 10.2 hereof; (b) shall be deemed independent of and severable from the other provisions of this Agreement; and (c) shall remain in full force and effect notwithstanding the breach by the Hodgson Parties (or any of them) of any other provision of this Agreement.

10.2 Except as expressly provided in this Agreement, Hodgson and ROHOP, for themselves and, to the full extent that execution hereof renders it legally possible, for each of their predecessors, successors, partners, officers, directors, shareholders, employees, assigns, agents and representatives release and forever discharge Supertramp Partnership, STC, Swindon, Roadsweepers, EQU, Delicate, Davies, RDAP, Helliwell, P.A.R.P., Siebenberg, RSIP, Thomson and DTOP, and their respective predecessors, successors, partners, officers, directors, shareholders, employees, assigns, agents and representatives from any and all claims, demands, debts, liabilities, obligations, accounts, and causes of action of every kind and nature whatsoever, in law, equity or otherwise, whether known, suspected or unknown, which the Hodgson Parties ever had or now have against the Supertramp Parties, including but not limited to any claims, demands, debts, liabilities, obligations, accounts, and causes of action in any way arising out of, relating to, or in connection with any business or personal relationship or agreement (whether oral or written) between the Hodgson Parties and the Supertramp Parties. The Hodgson Parties acknowledge and agree that the release set forth in this paragraph 10.2: (a) is given in consideration of the release set forth in paragraph 10.1 hereof; (b) shall be deemed independent of and severable from the other provisions of this Agreement; and (c) shall remain in full force and effect notwithstanding the breach by the Supertramp Parties (or any of them) of any other provision of this Agreement.

10.3 The Supertramp Parties and the Hodgson Parties each acknowledge their familiarity with Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Supertramp Parties and the Hodgson Parties hereby waive and relinquish any right or benefit under Section 1542 of the Civil

Code of the State of California to the full extent that all such rights and benefits may be so waived.

10.4 Each of the parties hereto has conducted an independent investigation of the facts and circumstances upon which he or it has based his or its decision to execute this Agreement. Each of the parties has independently made the decision to execute this Agreement and to assume the risk that the facts and circumstances are different than he or it believes them to be.

10.5 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of paragraph 9.1 hereof: (a) ROHOP shall remain fully liable as a general partner of Supertramp Partnership to all third parties (and, for contribution only, to the other partners of Supertramp Partnership in the event of liability to third parties) for all acts and omissions occurring prior to October 1, 1983 for which Supertramp Partnership is liable to such third parties; (b) ROHOP shall remain fully liable as a shareholder of Swindon to all third parties (and, for contribution only, to the other shareholders of Swindon in the event of liability to third parties) for all acts and omissions occurring prior to October 1, 1983 for which Swindon and/or Roadsweepers is liable to such third parties; and (c) Hodgson shall remain fully liable as a general partner of STC and of EQU to all third parties (and, for contribution only, to the other Partners of STC and EQU in the event of liability to third parties) for all acts and omissions occurring prior to October 1, 1983 for which STC and/or EQU is liable to such third parties. Set forth in Exhibit "B" attached hereto is a description of any and all claims known to the Supertramp Parties against Supertramp Partnership, Swindon, Roadsweepers, STC or EQU, which claims (i) have been asserted in writing by third parties prior to the date hereof, (ii) arise out of acts or omissions of any of such entities prior to October 1, 1983, and (iii) have not been settled or withdrawn prior to the date hereof.

## 11. Legal Counsel.

11.1 Each of the parties hereto acknowledges and understands that he or it has the right to seek the advice of independent legal counsel concerning his or its rights and the advisability of executing this Agreement. Each of the parties hereto acknowledges and confirms that (a) he or it has been given the opportunity to seek, and has obtained, the advice of independent counsel, and (b) he or it is executing this Agreement voluntarily after consultation with, and upon the advice of, independent counsel.

11.2 All of the parties hereto acknowledge that this Agreement has been prepared by Ervin, Cohen & Jessup ("ECJ") at the request of both the Supertramp Parties and the Hodgson Parties. The Hodgson Parties acknowledge and understand that in the preparation of this Agreement, ECJ is representing the Supertramp Parties and is not representing the Hodgson Parties, notwithstanding that ECJ has heretofore represented, and continues to represent, the Hodgson Parties in connection with other matters. The Hodgson Parties acknowledge and understand that ECJ may not represent interests adverse to and/or in conflict with those of an existing client (or, under certain circumstances, those of a former client) without fully disclosing such representation and the nature of the adversity and/or conflict, and obtaining the consent of such client. Recognizing and understanding all of the foregoing, the Hodgson Parties hereby consent to the representation by ECJ of the Supertramp Parties in connection with the preparation of this Agreement. The Hodgson Parties acknowledge that they have sought and obtained the advice of independent legal counsel concerning their rights, the contents of this Agreement, the advisability of executing this Agreement, and ECJ's role in the preparation of this Agreement. The Hodgson Parties acknowledge that they are executing this Agreement in reliance upon the advice of their independent counsel and not in reliance on any advice from ECJ. Each of the Hodgson Parties acknowledges and agrees that: (a) in connection with the negotiation, preparation and execution of this Agreement, ECJ does not owe any duty, fiduciary or otherwise, to the Hodgson Parties; (b) the Hodgson Parties do not have, and will not assert, any claim against ECJ by reason of ECJ's representation of the Supertramp Parties in connection with this Agreement; and (c) at no time shall ECJ's representation of the Supertramp Parties in connection with this Agreement derogate from the binding nature of this Agreement.

11.3 The Supertramp Parties acknowledge and understand that, in the preparation of this Agreement, ECJ is representing all of the Supertramp Parties as a group, and is not representing the interests of any one of the Supertramp Parties individually. The Supertramp Parties acknowledge and understand that ECJ may not represent clients with conflicting, or potentially conflicting, interests without fully disclosing such representation and the nature of the conflict or potential conflict, and obtaining the consent of all such clients. The Supertramp Parties acknowledge and understand that actions and agreements in the best interests of any one of the Supertramp Parties may not be in the best interests of another of the Supertramp Parties because of different circumstances applicable to each of the Supertramp Parties. The Supertramp Parties acknowledge that they have sought and obtained the

advice of independent legal counsel as to the nature of the aforementioned conflict or potential conflict of interests among the Supertramp Parties. Recognizing and understanding all of the foregoing, and in reliance upon the advice of their independent legal counsel, each of the Supertramp Parties hereby consents to the representation by ECJ of all of the Supertramp Parties as a group in connection with the preparation of this Agreement. Each of the Supertramp Parties agrees that at no time shall ECJ's representation of the Supertramp Parties as a group (a) be deemed a breach of any fiduciary relationship between ECJ and any of the Supertramp Parties, or (b) derogate from the binding nature of this Agreement.

12. Notices.

The respective addresses of the parties for all purposes of this Agreement shall be as set forth below until notice of a new address is duly given and received by the parties to whom sent. Any notice desired or required to be given by any party to another shall be in writing and shall be delivered by hand or sent by United States certified mail, postage prepaid, return receipt requested, or sent by telex or telegraph with all charges pre-paid, provided that any royalty statement and payment may be sent by regular mail. Properly addressed notices delivered or sent as provided herein shall be deemed given when delivered by hand, or when postmarked if delivered by mail, or on the date thereof if sent by telex or telegraph.

"Hodgson" and "ROHOP"  
c/o Unicorn Studios  
P.O. Box 1656  
Nevada City, CA 95959  
Attn: Doug Pringle

"Davies" and "RDAP"  
c/o Glass & Rosen, An  
Accountancy Corporation  
Suite 202  
16530 Ventura Boulevard  
Encino, CA 91436  
Attn: Sue Davies

with copies to:

Kassoy Kraus Lopez & Geoghegan  
Third Floor  
270 No. Canon Drive  
Beverly Hills, CA 90210  
Attn: Michele Anthony, Esq.

with copies to:

Ervin, Cohen, & Jessup  
Ninth Floor  
9401 Wilshire Boulevard  
Beverly Hills, CA 90212  
Attn: Gregg Harrison, Esq.

"Supertramp Partnership", "STC",  
"Swindon" and "EQU"  
c/o Supertramp Productions  
Suite 202  
16530 Ventura Boulevard  
Encino, CA 91436  
Attn: Sue Davies

with copies to:

Ervin, Cohen & Jessup  
Ninth Floor  
9401 Wilshire Boulevard  
Beverly Hills, CA 90212  
Attn: Gregg Harrison, Esq.

"Helliwell" and "P.A.R.P." )  
c/o Glass & Rosen, )  
An Accountancy Corporation )  
Suite 202 )  
16530 Ventura Boulevard )  
Encino, CA 91436 )  
Attn: Paul W. Glass )

with copies to:

"Siebenberg" and "RSIP" )  
c/o Glass & Rosen, )  
An Accountancy Corporation )  
Suite 202 )  
16530 Ventura Boulevard )  
Encino, CA 91436 )  
Attn: Paul W. Glass )

Ervin, Cohen & Jessup  
Ninth Floor  
9401 Wilshire Boulevard  
Beverly Hills, CA 90212  
Attn: Gregg Harrison, Esq.

"Thomson" and "DTOP" )  
c/o Glass & Rosen, )  
An Accountancy Corporation )  
Suite 202 )  
16530 Ventura Boulevard )  
Encino, CA 91436 )  
Attn: Paul W. Glass )

13. Use of Supertramp Name.

13.1 Notwithstanding anything to the contrary contained in this Agreement or in the Supertramp Partnership Agreement, ROHOP and/or Hodgson shall have the right to use the name SUPERTRAMP (the "Name") solely in the phrase "formerly of Supertramp" (the "Phrase"), subject to and in strict compliance with the following provisions:

(a) The Name shall not be used alone or together with any words other than "formerly of"; provided, however, (i) use by third parties prior to the date hereof of the words "Ex-Supertramp" shall not be deemed a breach of this Agreement, and (ii) in languages other than English, the Name may be used with words which translate as "formerly of" or the functional equivalent of "formerly of".

(b) The Name and the Phrase shall not appear in any size of type larger than one-third (1/3) of the size of type used for the largest version of Hodgson's name appearing in or on any printed matter, or on billboards, signs or other display advertising, or on marquees or signs inside or outside any concert hall or other site of a personal appearance by Hodgson.

(c) The Name shall not appear in any of the stylized forms shown in Exhibit "C" attached hereto ("Prior Styles") or in any stylized form substantially similar to the Prior Styles.

(d) Any use by ROHOP and/or Hodgson of the Name and/or the Phrase which is not in strict compliance with the provisions of subparagraphs 13.1(a), (b) and (c) above shall require the express prior written consent of Supertramp Partnership, which consent may be arbitrarily withheld for any reason.

(e) ROHOP and Hodgson shall use their best efforts to ensure strict compliance by third parties with the provisions of this paragraph 13.1. Such best efforts shall include, but are not limited to, (i) advising third parties in writing of the restrictions contained in this paragraph 13.1 if ROHOP and/or Hodgson (or their authorized representatives) have reason to believe such third parties are likely to use the Name in connection with Hodgson's activities, and (ii) setting forth the restrictions contained in this paragraph 13.1 in any contract or agreement relating to a personal appearance by Hodgson.

13.2 ROHOP and Hodgson acknowledge the worldwide fame, outstanding reputation, and enormous goodwill associated with the Name. ROHOP and Hodgson further acknowledge that the Name is a registered servicemark and/or trademark of Supertramp Partnership in the United States and other countries. The parties acknowledge the well-established principle of trademark law that trademark infringement, because it subjects the reputation of the trademark owner to the consequences of conduct by another, by its very nature causes the trademark owner irreparable harm entitling the trademark owner to injunctive relief. ROHOP and Hodgson acknowledge that the Name and the goodwill associated therewith are of a special, unique, unusual and extraordinary character which gives the Name a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and that a breach by



ROHOP and/or Hodgson of any of the provisions of paragraph 13.1 hereof will cause Supertramp Partnership and the other Supertramp Parties great and irreparable injury and damage. ROHOP and Hodgson agree that Supertramp Partnership and the other Supertramp Parties shall be entitled to injunctive and other equitable relief, in addition to whatever legal remedies are available to such persons, to prevent or cure any such breach or threatened breach by ROHOP and/or Hodgson hereunder.

14. Sale of Supertramp Name.

Notwithstanding anything to the contrary contained in this Agreement or in the Supertramp Partnership Agreement, if the Name is sold solely under the circumstances described in paragraph 14.1 or 14.2 below, ROHOP shall be entitled to receive a portion of the proceeds of such sale in accordance with the following provisions:

14.1 If Supertramp Partnership, as constituted as of the date hereof (i.e., RDAP, P.A.R.P., RSIP and DTOP), sells, assigns or transfers the Name to any person who is not one of the Supertramp Parties, ROHOP shall be entitled to receive, as and when received by Supertramp Partnership, twenty percent (20%) of the proceeds of such sale, assignment or transfer.

14.2 If RDAP or Davies acquires one hundred percent (100%) of the ownership of the Name from Supertramp Partnership, and such person thereafter sells, assigns, or transfers the Name to any person who is not one of the Supertramp Parties, ROHOP shall be entitled to receive, as and when received by RDAP or Davies (as the case may be), fifty percent (50%) of the proceeds of such sale, assignment or transfer.

14.3 If the Name is sold, assigned or transferred together with any other asset or assets in a transaction which is subject to the provisions of paragraph 14.1 or 14.2 above, ROHOP shall be entitled to its percentage only of the portion of the sale proceeds specifically allocated to the Name by the Seller (as defined below). The allocation of the sale proceeds between the Name and the other assets sold shall be made by the Seller in the Seller's sole and arbitrary discretion, and such allocation shall be binding upon ROHOP. ROHOP specifically acknowledges and agrees that the Seller shall not be obligated to allocate to the Name any specific portion of the sale proceeds. As used in this paragraph 14, the term "Seller" shall mean Supertramp Partnership, RDAP, or Davies, as applicable.

14.4 ROHOP and Hodgson specifically acknowledge and agree that: (a) the Seller shall not have any duty or obligation whatsoever to ROHOP or Hodgson (i) to sell the Name at any time, or (ii) to obtain the highest price or best terms available upon sale of the Name, or (iii) to obtain any minimum amount of compensation for the sale of the Name; (b) the price at which and the terms on which the Name is sold shall be determined by the Seller in the Seller's sole and arbitrary discretion, and shall be binding upon ROHOP; and (c) the Seller shall not have any duty of good faith or fair dealing to ROHOP or Hodgson with respect to the sale of the Name.

14.5 Notwithstanding anything to the contrary contained herein, neither ROHOP nor Hodgson shall be entitled to receive any monetary compensation or other consideration in connection with any assignment, transfer or conveyance of any rights in or to the Name: (a) to any Family Members; (b) by Supertramp Partnership if, at the time of such assignment, transfer or conveyance, there are more, less or different partners than as of the date hereof; or (c) which occurs by reason of death, disability, gift, bequest, marital dissolution, operation of law or court decree. As used in this paragraph 14.5, the term "Family Members" shall mean: (i) Davies, Helliwell, Siebenberg, and Thomson; (ii) the brothers and sisters of any of the persons named in clause (i); (iii) the parents and grandparents of any of the persons described in clause (i); (iv) the spouses and children of any of the persons named in clause (i) and of the brothers and sisters of any of the persons named in clause (i); (v) the direct descendants of the children of any of the persons named in clause (i) and of the brothers and sisters of any of the persons named in clause (i); (vi) the estate of any of the persons described in clauses (i) through (v); (vii) any trust established for the benefit of any of the persons described in clauses (i) through (v). As used in paragraph 7.7 above, the term "Family Members" shall have the same meaning as in this paragraph 14.5, except that the only persons named in clause (i) shall be Davies and Hodgson (and not Helliwell, Siebenberg, or Thomson).

## 15. Miscellaneous.

15.1 All parties hereto agree to execute any further documents and instruments which either the Supertramp Parties or the Hodgson Parties deem necessary or desirable to effectuate the substance and intent of this Agreement.

15.2 This Agreement is intended by all parties as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof and supersedes any and

all prior or contemporaneous agreements and understandings related thereto. This Agreement cannot be canceled, modified, amended or waived, in part or in full, in any way except by an instrument in writing signed by the party to be charged.

15.3 No waiver by any party, whether express or implied, of any provision of this Agreement or any default hereunder shall affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar. All rights and remedies at law or equity, or pursuant to any provision of this Agreement, which any party may enjoy as a result of the default or breach of this Agreement by another party, shall be deemed cumulative and not exclusive of one another.

15.4 The headings of the paragraphs hereof are for convenience only and shall not be deemed to limit or in any way affect the scope, meaning or intent of this Agreement or any portion thereof. Should any paragraph or provision of this Agreement be held to be void, invalid or inoperative, such decision shall not affect any other paragraph or provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative paragraph or provision had not been contained herein. Words in the singular number shall include the plural, and vice versa.

15.5 This Agreement has been entered into in the State of California, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws and judicial decisions of the State of California applicable to contracts entered into and performed entirely within the State of California. The state and federal courts located within Los Angeles County in the State of California shall have jurisdiction of any controversies regarding this Agreement; any action or other proceeding which involves such a controversy shall be brought in the courts located within Los Angeles County in the State of California, and not elsewhere. All parties hereto hereby agree to submit to the jurisdiction of, and agree not to object to the venue of, such courts.

15.6 For all purposes of this Agreement, Davies' authorized representative shall be Sue Davies, Hodgson's authorized representative shall be Pringle, and ROHOP's authorized representatives shall be Hodgson and/or Pringle, unless and until such party revokes such authorization and/or designates a different representative by written notice to the other parties.

15.7 If, as of the date of execution hereof, the parties hereto have not executed a written withdrawal agreement with Pope and RPOP relating to the termination of Pope's and RPOP's relationships with Supertramp Partnership, Swindon, Roadsweepers, STC, EQU and Delicate, then Hodgson and ROHOP agree to cooperate fully with the other parties hereto in any and all efforts to sever the aforementioned relationships in a manner favorable to the other parties hereto. Without limiting the generality of the foregoing, upon request by RDAP, ROHOP agrees to vote for the expulsion of RPOP as a partner of Supertramp Partnership.

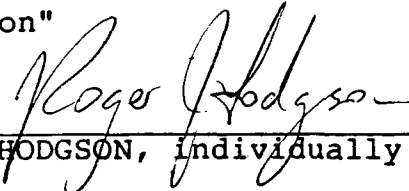
15.8 Neither ROHOP nor Hodgson shall assign any of such person's rights under this Agreement (other than the right to receive money) to any person other than Family Members without the express prior written consent of each Supertramp Entity affected by such assignment. Any such consent may be arbitrarily withheld for any reason. As used in this paragraph 15.8, the term "Supertramp Entity" shall mean any one (1) of the following entities: Supertramp Partnership, Swindon, STC, Roadsweepers, EQU and Delicate. Without limiting the generality of the foregoing, the parties acknowledge and agree that the foregoing provisions of this paragraph 15.8 shall apply to Hodgson's rights under paragraphs 4.3, 5.2, 7.6 and 7.7 hereof. Anything contained in this Agreement to the contrary notwithstanding, the "best efforts" consultation obligations of Supertramp Partnership and Swindon under paragraphs 1.6 and 2.6 hereof shall terminate upon the death or mental incompetency of Hodgson; provided, however, Hodgson shall not be deemed mentally incompetent unless two (2) duly-licensed physicians give their opinions, in writing, that Hodgson is mentally incompetent.

15.9 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, legal representatives, successors and permitted assigns.

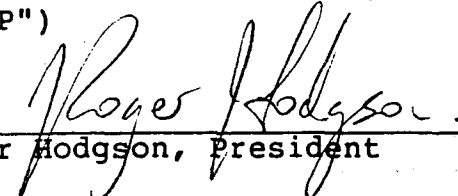
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///  
///  
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///  
///  
///

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

"Hodgson"

  
\_\_\_\_\_  
ROGER HODGSON, individually

ROGER HODGSON PRODUCTIONS, INC.  
("ROHOP")


By   
\_\_\_\_\_  
Roger Hodgson, President

SUPERTRAMP, A PARTNERSHIP  
("Supertramp Partnership")

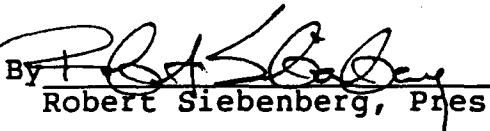
By: Rick Davies Productions, Inc., general partner

By   
\_\_\_\_\_  
Rick Davies, President

By: P.A.R.P. Productions, Inc., general partner

By   
\_\_\_\_\_  
John Helliwell, President

By: Robert Siebenberg Productions, Inc., general partner

By   
\_\_\_\_\_  
Robert Siebenberg, President

By: Douglas Thomson Productions, Inc., general partner

By   
\_\_\_\_\_  
Douglas Thomson, President

[signatures continued on next page]

SUPERTRAMP TOURING COMPANY  
("STC")

By *Rick Davies*  
Rick Davies, general partner

By *John Helliwell*  
John Helliwell, general partner

By *Robert Siebenberg*  
Robert Siebenberg, general partner

By *Douglas Thomson*  
Douglas Thomson, general partner

SWINDON, INC.  
("Swindon")

By *Robert Siebenberg*  
Robert Siebenberg, President

By *Susan Davies*  
Susan Davies, Secretary

ROADSWEEPERS, INC.  
("Roadsweepers")

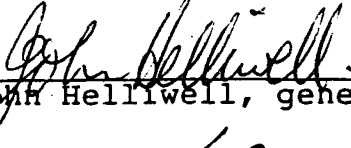
By *John Helliwell*  
John Helliwell, President

By *Susan Davies*  
Susan Davies, Secretary

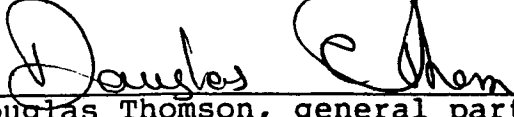
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EQUIPMENT UNLIMITED  
("EQU")

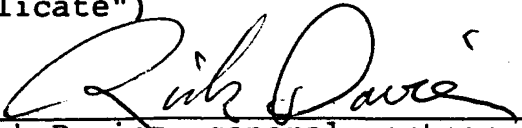
By   
Rick Davies, general partner

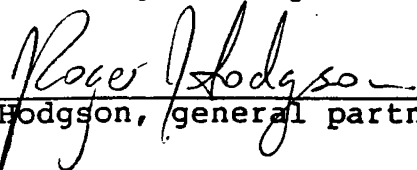
By   
John Helliwell, general partner

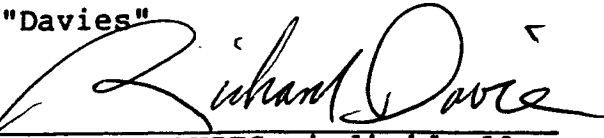
By   
Robert Siebenberg, general partner

By   
Douglas Thomson, general partner

DELICATE MUSIC  
("Delicate")

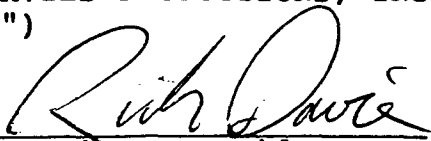
By   
Rick Davies, general partner

By   
Roger Hodgson, general partner

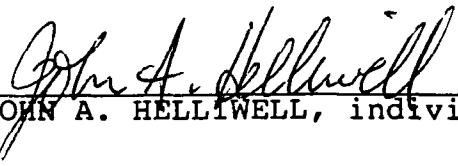
"Davies"  
  
RICHARD DAVIES, individually

[signatures continued on next page]

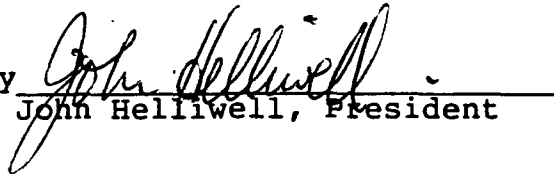
RICK DAVIES PRODUCTIONS, INC.  
("RDAP")

By   
Rick Davies, President

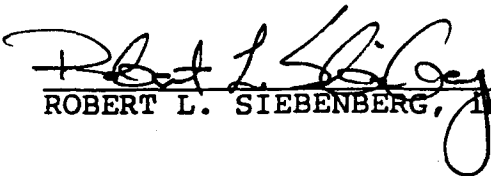
"Helliwell"

  
JOHN A. HELLIWELL, individually

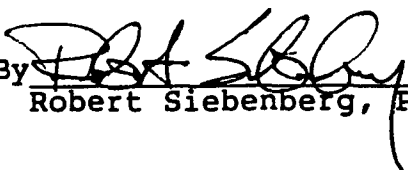
P.A.R.P. PRODUCTIONS, INC.  
("P.A.R.P.")

By   
John Helliwell, President

"Siebenberg"

  
ROBERT L. SIEBENBERG, individually

ROBERT SIEBENBERG PRODUCTIONS, INC.  
("RSIP")

By   
Robert Siebenberg, President

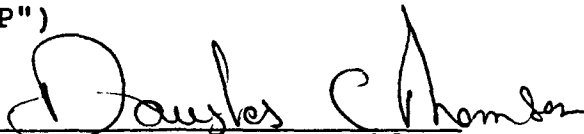
"Thomson"

  
DOUGLAS C. THOMSON, individually

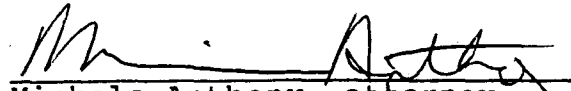
[signatures continued on next page]



DOUGLAS THOMSON PRODUCTIONS, INC.  
("DTOP")

By   
Douglas Thomson, President

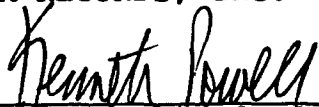
APPROVED AS TO FORM AND CONTENT:

  
Michele Anthony, attorney  
for Roger Hodgson and Roger  
Hodgson Productions, Inc.

A&M ACCOMMODATION:

As an accommodation to Supertramp Partnership, Swindon, ROHOP and Hodgson, we hereby agree (a) to make the direct payments to ROHOP and to Hodgson described in paragraphs 1.4 and 2.5 of the above Agreement, (b) that ROHOP shall have the right to examine our books and records directly, as described in paragraph 1.4 of the above Agreement, and (c) that Hodgson shall have the right to examine our books and records directly, as described in paragraph 2.5 of the above Agreement. All amounts paid by us directly to ROHOP and/or to Hodgson shall be deducted by us from the amounts otherwise payable by us to Supertramp Partnership or Swindon, as the case may be.

A&M RECORDS, INC.

By   
An Authorized Officer

[signatures continued on next page]

ALMO ACCOMMODATION:

As an accommodation to Delicate and Hodgson, we hereby agree (a) to make the direct payments to Hodgson described in paragraph 7.3 of the above Agreement, and (b) that Hodgson shall have the right to examine our books and records directly, as described in paragraph 7.3 of the above Agreement.

ALMO MUSIC CORP.

By   
An Authorized Officer

DELICATE COMPOSITIONS

Written by Rick Davies

Summer Romance  
Bloody Well Right  
Crime of the Century  
Asylum  
Rudy  
Another Man's Woman  
Ain't Nobody But Me  
Poor Boy  
Lover Boy  
Downstream  
From Now On  
Casual Conversations  
Gone Hollywood  
Goodbye Stranger  
Just Another Nervous Wreck  
Oh Darling  
You Started Laughing  
Put on Your Old Brown Shoes  
Bonnie  
My Kind of Lady  
Waiting So Long  
  
Jointly Authored by  
Davies and Hodgson  
Just a Normal Day  
School

Written by Roger Hodgson

Land Ho  
If Everyone Was Listening  
Dreamer  
Hide in Your Shell  
Easy Does It  
Lady  
The Meaning  
Sister Moonshine  
Two of Us  
A Soapbox Opera  
Give a Little Bit  
Even in the Quietest Moments  
Babaji  
Fool's Overture  
Breakfast in America  
Child of Vision  
The Logical Song  
Lord Is It Mine  
Take the Long Way Home  
Crazy  
It's Raining Again  
Know Who You Are  
C'est Le Bon  
Don't Leave Me Now

EXHIBIT "A"

|                                |
|--------------------------------|
| Please Initial                 |
| <i>[Handwritten Signature]</i> |
| <i>[Handwritten Signature]</i> |

EXHIBIT "B"

None.

132-008  
1101841

EXHIBIT "B"

|                |
|----------------|
| Please Initial |
| <i>RS</i>      |
| <i>PAK</i>     |
| <i>H. Des</i>  |

# EXHIBIT D

# Glass, Rosen & Orkin

AN ACCOUNTANCY CORPORATION

THE ATRIUM

16830 VENTURA BOULEVARD SUITE 802

Encino, California 91436

TELEPHONE

(618) 907-1800

TELECOMPAR (618) 907-1337

Paul W. Glass, C.P.A.  
Gerald S. Rosen, C.P.A.  
Gary Orkin, C.P.A.

December 30, 1991

To: Kevin Kane, Esq.  
Stanley E. Maron, Esq.  
Richard Davies  
John Helliwell  
Douglas Thomson  
Robert Siebenberg  
Susan Davies

From: Paul W. Glass

This will confirm the agreement reached between the parties:

1) Delicate Music and Silver Cab Music hereby formalize an agreement with John, Dougie and Bob for an income participation in perpetuity (with no administration or consultation rights except as to verifying with Paul Glass or his successor their income participation amounts) as follows:

Mechanicals from Supertramp recordings and performance income from publishing and songwriting royalties from the songs included in the following albums (as well as any other album which includes any such song thereon such as any "Greatest Hits" album released or to be released):

- A) 1) "Crime of the Century"
- ii) "Crisis What Crisis"
- iii) "Even in the Quietest Moments"
- iv) "Breakfast in America"

Income is received as follows:

|                |              |
|----------------|--------------|
|                | <u>3</u>     |
| Delicate Music | 61.5         |
| Roger Hodgson  | 27.0         |
| Mismanagement  | <u>11.5</u>  |
|                | <u>100.0</u> |

Such Delicate Music income net of expenses will be distributed as follows:

|               |              |
|---------------|--------------|
|               | <u>\$</u>    |
| R. Davies     | 43.9         |
| J. Helliwell  | 18.7         |
| D. Thomson    | 18.7         |
| R. Siebenberg | <u>18.7</u>  |
|               | <u>100.0</u> |

Proof

|                                |             |
|--------------------------------|-------------|
| 11.5% X 100% of gross income = | <u>11.5</u> |
| 18.7% X 61.5% (DM income) =    | <u>11.5</u> |

B) "Famous Last Words"

Income received as follows:

|                |               |
|----------------|---------------|
|                | <u>\$</u>     |
| Delicate Music | 53.57         |
| Roger Hodgson  | 32.15         |
| Russel Pope    | 7.14          |
| Mismanagement  | <u>7.14</u>   |
|                | <u>100.00</u> |

Such Delicate Music income, net of expenses will be distributed as follows:

|               |               |
|---------------|---------------|
|               | <u>\$</u>     |
| R. Davies     | 60.00         |
| J. Helliwell  | 13.334        |
| D. Thomson    | 13.333        |
| R. Siebenberg | <u>13.333</u> |
|               | <u>100.00</u> |

Proof

|                  |               |
|------------------|---------------|
| 7.14% X 100%     | = <u>7.14</u> |
| 13.333% X 53.57% | = <u>7.14</u> |

C) "Paris"

This album includes songs from 1A above. Income will be distributed in accordance with the percentages reflected in 1A above.

D) "Brother Where You Bound"  
"Free As A Bird"

John, Dougie and Bob will receive 7.14% each of Silver Cab's such income, net of expenses.

John, Dougie and Bob shall have no right to, and shall not in any way approach the co-publisher/administrator (Almo Music/Rondor Music/Irving Music and associated or successor companies et al) concerning the computation of publishing royalties or any other related matters; only Rick through Delicate Music and Silver Cab shall have such right. In the event that Rick determines to audit the co-publisher/administrator, the costs thereof shall be paid by Rick, John, Dougie and Bob pro rata with their respective percentages as specified in 1 A, B, C and D above.

2) As full and complete compensation for Sue Davies' management services on behalf of Power Steering to Supertramp, Power Steering will receive the following commissions in perpetuity.

A) Record and video royalties:

- i) "The Story Thus Far" - 10% of Supertramp's video royalties after recoument of its costs.
- ii) "Free As A Bird" and "Live 88" - 15% of royalty income net of advances and producer's royalties.
- iii) "Autobiography", "Supertramp Greatest Hits" (AKA "Greatest Hits") and "Classics Vol. 9 - 10% of royalty income net of producer's royalties. Paul Glass shall provide the parties with a list (Exhibit A attached hereto) of catalogue numbers of all versions released to date.
- iv) "The Very Best of Supertramp". There are several versions released to date which include but are not limited to the following:

- German compilation
- Holland compilation
- Italy compilation
- Spain compilation
- France compilation

- 10% of royalty income, net of producer's royalties for all versions released on or before the date of this agreement. Paul Glass shall provide the parties with a list (Exhibit A attached hereto) of all catalogue



numbers of all versions released on or before the date of this agreement plus the Canadian version.

- 10% of royalty income net of producer's royalties for all versions released after the date of this agreement wherever and whenever released if both of the following characteristics exist:

a) Same songs as used in one of the previously released versions.

and

b) Same album cover design as used in one of the previously released versions. An album name or color change alone would not constitute a difference.

v) 15% of Supertramp's royalty income, net of producer's royalties of any single or other release in conjunction with "Free As A Bird" and "Live 88".

vi) 10% of Supertramp's royalty income net of producer's royalties of any single or other release in conjunction with versions of the "Greatest Hits" records listed in paragraph 2A) iii and iv above.

B) Publishing royalties:

Songs from Albums

Rate, Net and Terms of All Publishing Income

1) "Free As a Bird"

15% of all net publishing income except when included in "Greatest Hits" albums, whereby it will be 10%.

Royalties to Power Steering will reduce advances from the "Free As A Bird" album before payments are remitted.

ii) "Live 88"

15% of all net publishing income.

- iii) "Autobiography" AKA 10% of mechanicals only  
 "Supertramp Greatest Hits" AKA "Greatest Hits,"  
 "Classics Vol 9"
- iv) "The Very Best of Supertramp" 10% of mechanicals only

Because of the lack of detail contained in the co-publisher/administrator's publishing statements, calculation of items 2B ii, iii and iv shall be as follows:

Album sales per A&M royalty statements will be adjusted to include estimated free goods and A&M's policy of only paying record royalties on 90% of sales. Delicate Music's and/or Silver Cab's royalty per song will be reduced by the royalty per song paid to Roger Hodgson, Mismanagement and Russel Pope. The adjusted sales applied to the net royalty per song will be applied to Power Steering's commission rate. Only mechanical income is subject to Power Steering's commission for the "Greatest Hits" recordings. (See example attached.)

- 3) On the date of this agreement, Paul Glass shall distribute to the parties their respective income participations/commissions as per paragraph 1 and 2 above together with a calculation of said payments. Each of the parties hereby agrees and stipulates that the specific compensatory provisions set forth in paragraphs 1 and 2 hereinabove fully and finally define each party's respective income participation from mechanicals, publishing and songwriting royalties/commission interest in the recordings, albums, songs and video materials specified in said provisions, that said provisions constitute the final agreement with respect thereto and each party hereby agrees to waive and release any and all rights to in any way question or challenge said provisions on and after the date hereof. In this connection, the parties specifically waive the provisions of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected his settlement with the debtor."

This release is applicable solely and exclusively to the compensatory provisions covered in paragraphs 1 and 2 of this agreement and shall have no relation to or impact upon

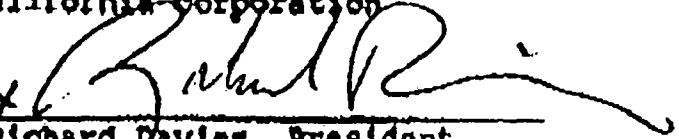
any other rights of the parties of any nature including but not limited to rights of a monetary and/or non-monetary nature.

- 4) No party can or should interfere with or stop any distribution to be made hereunder to any other party.
- 5) This agreement may be executed by the parties in counterparts and/or by facsimile.

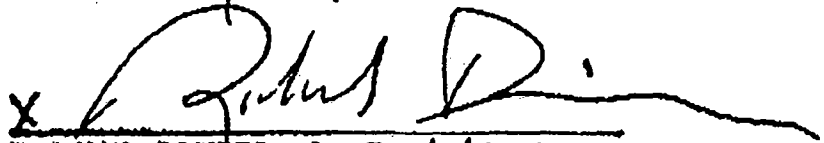
IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated hereinbelow.

DATED: X Dec. 31, 1991

RICK DAVIES PRODUCTIONS, INC.,  
a California corporation

By: X   
Richard Davies, President

DATED: X Dec. 31, 1991

X   
RICHARD DAVIES, An Individual

DATED: \_\_\_\_\_, 1991

ROBERT SIEBENBERG PRODUCTIONS, INC.  
a California corporation

By: \_\_\_\_\_  
Robert Siebenberg, President

DATED: \_\_\_\_\_, 1991

ROBERT SIEBENBERG, An Individual

DATED: \_\_\_\_\_, 1991

P.A.R.P. PRODUCTIONS, INC.  
a California corporation

By: \_\_\_\_\_  
John A. Helliwell, President

DATED: \_\_\_\_\_, 1991

JOHN A. HELLIWELL, An Individual

any other rights of the parties of any nature including but not limited to rights of a monetary and/or non-monetary nature.

- 4) No party can or should interfere with or stop any distribution to be made hereunder to any other party.
- 5) This agreement may be executed by the parties in counterparts and/or by facsimile.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated hereinbelow.

DATED: \_\_\_\_\_, 1991

RICK DAVIES PRODUCTIONS, INC.,  
a California corporation

By: \_\_\_\_\_  
Richard Davies, President

DATED: \_\_\_\_\_, 1991

\_\_\_\_\_  
RICHARD DAVIES, An Individual

DATED: 12-31, 1991

ROBERT SIEBENBERG PRODUCTIONS, INC.  
a California corporation

By: Robert Siebenberg  
Robert Siebenberg, President

DATED: 12-31, 1991

Robert Siebenberg  
ROBERT SIEBENBERG, An Individual

DATED: \_\_\_\_\_, 1991

P.A.R.P. PRODUCTIONS, INC.  
a California corporation

By: \_\_\_\_\_  
John A. Helliwell, President

DATED: \_\_\_\_\_, 1991

\_\_\_\_\_  
JOHN A. HELLIWELL, An Individual

any other rights of the parties of any nature including but not limited to rights of a monetary and/or non-monetary nature.

- 4) No party can or should interfere with or stop any distribution to be made hereunder to any other party.
- 5) This agreement may be executed by the parties in counterparts and/or by facsimile.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated hereinbelow.

DATED: \_\_\_\_\_, 1991

RICK DAVIES PRODUCTIONS, INC.,  
a California corporation

By: \_\_\_\_\_  
Richard Davies, President

DATED: \_\_\_\_\_, 1991

\_\_\_\_\_  
RICHARD DAVIES, An Individual

DATED: \_\_\_\_\_, 1991

ROBERT SIEBENBERG PRODUCTIONS, INC.  
a California corporation

By: \_\_\_\_\_  
Robert Siebenberg, President

DATED: \_\_\_\_\_, 1991

\_\_\_\_\_  
ROBERT SIEBENBERG, An Individual

DATED: December 31, 1991

P.A.R.P. PRODUCTIONS, INC.  
a California corporation

By: John A. Helliwell  
John A. Helliwell, President

DATED: December 31, 1991

John A. Helliwell  
JOHN A. HELLIWELL, An Individual

DATED: Dec 31st, 1991

DOUGLAS THOMSON PRODUCTIONS, INC.  
a California corporation

By: Douglas Thomson  
Douglas Thomson, President

DATED: Dec 31st, 1991

Douglas Thomson  
DOUGLAS THOMSON, an Individual

DATED: \_\_\_\_\_, 1991

POWER STEERING, INC.  
a California corporation

By: \_\_\_\_\_  
Susan Davies, President

DATED: \_\_\_\_\_, 1991

\_\_\_\_\_  
SUSAN DAVIES, An Individual

DATED: \_\_\_\_\_, 1991

DOUGLAS THOMSON PRODUCTIONS, INC.  
a California corporation

By: \_\_\_\_\_  
Douglas Thomson, President

DATED: \_\_\_\_\_, 1991

\_\_\_\_\_  
DOUGLAS THOMSON, an Individual

DATED: X Dec. 31, 1991

POWER STEERING, INC.  
a California corporation

By: X Susan Davies  
Susan Davies, President

DATED: X Dec. 31, 1991

X Susan Davies  
SUSAN DAVIES, An Individual