Performance Agreement

THIS AGREEMENT WAS MADE THIS 3rd DAY OF FEBRUARY 2010

By and Between:

OF THE FIRST PART: Vintage Pop Media Music LLC., a California company with its primary offices in Long Beach, (Hereinafter called VPM).

AND—

OF THE SECOND PART: Katherine Jackson (Hereinafter called KJ) a private citizen of the State of California.

WHEREAS:

1) VPM and KJ have agreed to enter into production of a new recording and music video biography (program) with KJ appearing and conducting interviews on an audio/video recording to be produced and distributed as the Katherine Jackson Story and will be distributed and generally exploited in conjunction with the assets controlled by VPM, including but not limited to a book and biography.

2) This agreement also relates to the revenue sharing structure between VPM and KJ, and a series of performance requirements to record, promote and work to exploit the new program asset contemplated herein.

3) All rights, title and interest in the recording contemplated herein shall remain the sole and exclusive property of VPM without limitation thereto.

4) VPM is hereby granted all moral, allied and ancillary rights to the productions contemplated herein.

Copyright © 2009 Vintage Pop Media Group, LLC
RECITALS:

5) Katherine Jackson is the mother of the musician and artist Michael Jackson.
6) Katherine Jackson is the recipient and beneficiary party to the estate of Michael Jackson.
7) Katherine Jackson is the legal Guardian for Paris and Prince Jackson and Prince Michael Jackson II.
8) When addressed herein, the KJ reference contemplates that Katherine Jackson shall forever bind and enjoin all parties included, to the terms provided herein.

NOW THEREFORE: in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which, is hereby acknowledged, the Parties hereto agree as follows:

GRANT OF RIGHTS:

9) KJ hereby grants VPM the exclusive right to use, commercialize and exploit for the purposes of profiting, the name, likeness, images, materials, and any intangible assets not governed herein in conjunction and in combination with the programming and related assets contemplated herein.

10) KJ hereby waives any inherent rights to privacy and grants VPM the exclusive right to produce, promote, market, sell, trade and generally commercialize the content it records, without limitation thereto, providing payments are made as laid out herein.

SPECIFIC TERMS:

11) KJ will appear in person on or about agreed time periods by KJ and VPM in the year 2010 at a mutually agreeable destination to perform interviews as required by VPM.
12) Further to the above, KJ will appear in person in Los Angeles for a series of audio interviews related to approximately 20,000 photos at a series of dates in 2010 to be recorded in audio only for the purposes of creating a coffee table book to be sold with the products contemplated herein.

13) The KJ Party will appear in person to promote the program as required from time to time in the future as requested by VPM.

14) The KJ Party will (upon mutual consent thereto) conduct further interviews, promotional materials and marketing related efforts, including but not limited to television appearances, radio interviews, magazine interviews and any news media association or affiliation as required for the purposes of the promotion of the recording contemplated herein.

EQUITY TERMS:

15) Katherine Jackson will receive 25% (twenty five percent) of the net profits derived from the exploitation efforts as contemplated herein.

16) Payments will be reported and remitted monthly, within 30 days of receipt by VPM.

ADVANCES:

17) VPM will advance the sum of ten thousand dollars ($10,000) on signing of this agreement to KJ.

18) VPM will advance a further ten thousand dollars ($10,000) to KJ on a monthly basis until royalty payments exceed a monthly minimum of ten thousand dollars ($10,000) as contemplated herein.

19) VPM may recoup any advances provided from monies otherwise payable to KJ prior to profit sharing.

MEDIA AND PROMOTIONAL ENGAGEMENTS:

20) Any media or promotional appearances required of KJ from time to time as an effort to promote the exploitation of the recordings contemplated herein shall result in a payment of five thousand dollars ($5,000) per day.

Copyright © 2009 Vintage Pop Media Group, LLC
21) VPM will pay at its sole expense and discretion, any related travel costs, security costs or expenses related to the promotional efforts of KJ.

GENERAL TERMS:

22) VPM or its associates have the exclusive right to alter, change, commercialize, monetize, and generally exploit the music, photo and video content of VPM in any manner it so chooses, without limitation.

23) The Parties hereto agree that such further documents and agreements as are required will be negotiated in good faith and will remain within the terms provided herein.

24) KJ acknowledges and declares that the statements under section 23 of this agreement listed under General Terms herein are true and factual to the best of her knowledge.

25) VPM declares that they are exclusively enjoined to the “Bona fide Purchaser for value” from the trustee of the assets contemplated herein.

26) The Parties hereto agree that if any portion of this agreement is deemed to be unlawful or unenforceable, that term shall be immediately dissolved and the remainder of the agreement will maintain full force and effect.

27) This agreement shall be governed in the State of California.

28) This agreement binds and benefits the Parties to this Performance Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

29) The terms of this agreement may only be amended in writing dated and signed by all the Parties hereto.

RELEASE:

Release by KJ: Except as otherwise expressly provided in this Agreement, the KJ Party, for themselves and heirs, executors, administrators, assigns, affiliates, successors and agents (collectively, the “KJ Affiliates”) hereby fully and without limitation releases and forever discharges VPM and its Related Entities, and each of their respective agents, representatives, stockholders, owners, officers, directors, employees, consultants, attorneys (solely in their

Copyright © 2009 Vintage Pop Media Group, LLC
capacity as counsel for the Company and its Related Entities) auditors, accountants, investigators, affiliates, successors and assigns (collectively, the “VPM Releases”), both individually and collectively, from any and all rights, claims, demands, liabilities, actions, causes of action, damages, losses, costs, expenses and compensation, of whatever nature whatsoever, known or unknown, fixed or contingent, which KJ or any of the KJ Affiliates has or may have or may claim to have against the VPM Releasees by reason of any matter, cause, or thing whatsoever, from the beginning of time to the Effective Date of this Agreement (“Claims”), including, without limiting the generality of the foregoing, any Claims arising out of, based upon, or relating to the assets acquired by Henry Vaccaro, or related remuneration, investigation, or cessation of title to the assets of VPM or any of the VPM Releasees, or any act or occurrence in connection with any actual, existing, proposed, prospective or claimed ownership interest of any nature of the Vaccaro/ VPM Assets or the KJ Affiliates in equity capital or rights in equity capital or other securities of any of the VPM Releasees, to the maximum extent permitted by law, except that KJ does not release any claims for vested interest in the music recordings addressed herein and its revenue sharing in the profits of VPM. Nothing contained in this Agreement or any other provision of this Agreement shall release or waive any right that KJ have to ongoing payments as contemplated herein or in VPM profit sharing, by VPM with respect to which KJ will be eligible as provided in herein.

BINDING NATURE:

30) I have the required authority to bind and commit myself and the remainder of the KJ Party hereto and the performances or payments as prescribed herein.

31) This agreement remains binding on the parties, their heirs, successors and assigns.
NO CONFLICT:

32) No party to this agreement has entered into or will enter into a similar agreement that may cause conflict, create damages or in any manor impede the parties herein from its benefits as addressed herein.

33) No party hereto is aware or cognisant of any conflict that may materially effect, limit or impede the exploitation as addressed herein.

34) Any conflict that may arise related to the terms addressed herein shall be resolved by way of third party binding arbitration.

35) The parties herein agree to be bound without limitations to the decision of the third party binding arbitrator.

WAIVERS:

36) I have sought the advice of council in this matter, or herein waive my rights thereto.

Executed under seal on this 3rd day of February 2009.

IN WITNESS WHEREOF:

Per: ___________________________  Per: ___________________________

Howard Mann  Katherine Jackson
(For VPM as referred to herein)  (For KJ as referred to herein)

Witnessed by: (print name)

Per: ___________________________  Per: ___________________________

Sonia Lowe  Sonia Lowe
Performance Agreement

THIS AGREEMENT WAS MADE THIS ___ DAY OF FEBRUARY 2010

By and Between:

OF THE FIRST PART: Vintage Pop Media Music LLC., a California company with its primary offices in Long Beach, (Hereinafter called VPM).

—AND—

OF THE SECOND PART: Katherine Jackson (Hereinafter called KJ) a private citizen of the State of California.

WHEREAS:

1) VPM and KJ have agreed to enter into production of a new recording and music video biography (program) with KJ appearing and conducting interviews on an audio/ video recording to be produced and distributed as the Katherine Jackson Story and will be distributed and generally exploited in conjunction with the assets controlled by VPM, including but not limited to a book and biography.

2) This agreement also relates to the revenue sharing structure between VPM and KJ, and a series of performance requirements to record, promote and work to exploit the new program asset contemplated herein.

3) All rights, title and interest in the recording contemplated herein shall remain the sole and exclusive property of VPM without limitation thereto.

4) VPM is hereby granted all moral, allied and ancillary rights to the productions contemplated herein.

Copyright © 2009 Vintage Pop Media Group, LLC
RECITALS:

5) Katherine Jackson is the mother of the musician and artist Michael Jackson.
6) Katherine Jackson is the recipient and beneficiary party to the estate of Michael Jackson.
7) Katherine Jackson is the legal Guardian for Paris and Prince Jackson and Prince Michael Jackson II.
8) When addressed herein, the KJ reference contemplates that Katherine Jackson shall forever bind and enjoin all parties included, to the terms provided herein.

NOW THEREFORE: in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which, is hereby acknowledged, the Parties hereto agree as follows:

GRANT OF RIGHTS:

9) KJ hereby grants VPM the exclusive right to use, commercialize and exploit for the purposes of profiting, the name, likeness, images, materials, and any intangible assets not governed herein in conjunction and in combination with the programming and related assets contemplated herein.
10) KJ hereby waives any inherent rights to privacy and grants VPM the exclusive right to produce, promote, market, sell, trade and generally commercialize the content it records, without limitation thereto, providing payments are made as laid out herein.

SPECIFIC TERMS:

11) KJ will appear in person on or about agreed time periods by KJ and VPM in the year 2010 at a mutually agreeable destination to perform interviews as required by VPM.
12) Further to the above, KJ will appear in person in Los Angeles for a series of audio interviews related to approximately 20,000 photos at a series of dates in 2010 to be recorded in audio only for the purposes of creating a coffee table book to be sold with the products contemplated herein.

13) The KJ Party will appear in person to promote the program as required from time to time in the future as requested by VPM.

14) The KJ Party will (upon mutual consent thereto) conduct further interviews, promotional materials and marketing related efforts, including but not limited to television appearances, radio interviews, magazine interviews and any news media association or affiliation as required for the purposes of the promotion of the recording contemplated herein.

EQUITY TERMS:

15) Katherine Jackson will receive 25% (twenty five percent) of the net profits derived from the exploitation efforts as contemplated herein.

16) Payments will be reported and remitted monthly, within 30 days of receipt by VPM.

ADVANCES:

17) VPM will advance the sum of ten thousand dollars ($10,000) on signing of this agreement to KJ.

18) VPM will advance a further ten thousand dollars ($10,000) to KJ on a monthly basis until royalty payments exceed a monthly minimum of ten thousand dollars ($10,000) as contemplated herein.

19) VPM may recoup any advances provided from monies otherwise payable to KJ prior to profit sharing.

MEDIA AND PROMOTIONAL ENGAGEMENTS:

20) Any media or promotional appearances required of KJ from time to time as an effort to promote the exploitation of the recordings contemplated herein shall result in a payment of five thousand dollars ($5,000) per day.
21) VPM will pay at its sole expense and discretion, any related travel costs, security costs or expenses related to the promotional efforts of KJ.

GENERAL TERMS:

22) VPM or its associates have the exclusive right to alter, change, commercialize, monetize, and generally exploit the music, photo and video content of VPM in any manner it so chooses, without limitation.

23) The Parties hereto agree that such further documents and agreements as are required will be negotiated in good faith and will remain within the terms provided herein.

24) KJ acknowledges and declares that the statements under section 23 of this agreement listed under General Terms herein are true and factual to the best of her knowledge.

25) VPM declares that they are exclusively enjoined to the “Bona fide Purchaser for value” from the trustee of the assets contemplated herein.

26) The Parties hereto agree that if any portion of this agreement is deemed to be unlawful or unenforceable, that term shall be immediately dissolved and the remainder of the agreement will maintain full force and effect.

27) This agreement shall be governed in the State of California.

28) This agreement binds and benefits the Parties to this Performance Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

29) The terms of this agreement may only be amended in writing dated and signed by all the Parties hereto.

RELEASE:

Release by KJ: Except as otherwise expressly provided in this Agreement, the KJ Party, for themselves and heirs, executors, administrators, assigns, affiliates, successors and agents (collectively, the “KJ Affiliates”) hereby fully and without limitation releases and forever discharges VPM and its Related Entities, and each of their respective agents, representatives, stockholders, owners, officers, directors, employees, consultants, attorneys (solely in their
capacity as counsel for the Company and its Related Entities) auditors, accountants, investigators, affiliates, successors and assigns (collectively, the “VPM Releases”), both individually and collectively, from any and all rights, claims, demands, liabilities, actions, causes of action, damages, losses, costs, expenses and compensation, of whatever nature whatsoever, known or unknown, fixed or contingent, which KJ or any of the KJ Affiliates has or may have or may claim to have against the VPM Releasees by reason of any matter, cause, or thing whatsoever, from the beginning of time to the Effective Date of this Agreement (“Claims”), including, without limiting the generality of the foregoing, any Claims arising out of, based upon, or relating to the assets acquired by Henry Vaccaro, or related remuneration, investigation, or cessation of title to the assets of VPM or any of the VPM Releasees, or any act or occurrence in connection with any actual, existing, proposed, prospective or claimed ownership interest of any nature of the Vaccaro/ VPM Assets or the KJ Affiliates in equity capital or rights in equity capital or other securities of any of the VPM Releasees, to the maximum extent permitted by law, except that KJ does not release any claims for vested interest in the music recordings addressed herein and its revenue sharing in the profits of VPM. Nothing contained in this Agreement or any other provision of this Agreement shall release or waive any right that KJ have to ongoing payments as contemplated herein or in VPM profit sharing, by VPM with respect to which KJ will be eligible as provided in herein.

BINDING NATURE:

30) I have the required authority to bind and commit myself and the remainder of the KJ Party hereto and the performances or payments as prescribed herein.

31) This agreement remains binding on the parties, their heirs, successors and assigns.
NO CONFLICT:

32) No party to this agreement has entered into or will enter into a similar agreement that may cause conflict, create damages or in any manner impede the parties herein from its benefits as addressed herein.

33) No party hereto is aware or cognisant of any conflict that may materially effect, limit or impede the exploitation as addressed herein.

34) Any conflict that may arise related to the terms addressed herein shall be resolved by way of third party binding arbitration.

35) The parties herein agree to be bound without limitations to the decision of the third party binding arbitrator.

WAIVERS:

36) I have sought the advice of council in this matter, or herein waive my rights thereto.

Executed under seal on this 3 day of February 2009.

IN WITNESS WHEREOF:

Per: 

\[Signature\]

Howard Mann
(For VPM as referred to herein)

Witnessed by: (print name)

Per: \[Signature\]

Sonia Lowe

Per: \[Signature\]

Sonia Lowe

Copyright © 2009 Vintage Pop Media Group, LLC