

1 Rodney H. Dixon
2 29635 Troon Court
3 Murrieta, California 92563
4 (805) 768-4474

FILED

OCT 06 2016

CARVER COUNTY COURTS

5 Pro Per

6 STATE OF MINNESOTA, COUNTY OF CARVER
7 CARVER COUNTY DISTRICT COURT
8

9
10
11
12
13 Case No. 10-PR-16-46

14 Rodney Herachio Dixon

Petitioner

15 Vs.

16 Bremer Trust (Special Administrator)

17 The Estate of Prince Rogers Nelson

18 Paisley Park Estate, et al

19 Does 1 – 99

20 Respondent(s)
21
22
23
24
25

**MEMORANDUM OF RODNEY H. DIXON AS
THE POWER OF ATTORNEY IN
ACCORDANCE WITH THE EXECUTED
CONTRACT OF PRINCE ROGERS NELSON
AND NPG MUSIC PUBLISHING, LLC; AND
SEEKING APPOINTMENT AS PERSONAL
REPRESENTATIVE OF THE ESTATE OF
PRINCE ROGERS NELSON IN THIS
PROBATE MATTER**

26 **RECEIVED**

27 SEP 21 2016

28 **COURT ADMINISTRATION**

1 **MEMORANDUM OF RODNEY H DIXON AS THE POWER OF**
2 **ATTORNEY IN ACCORDANCE WITH THE CONTRACT OF**
3 **PRINCE ROGERS NELSON AND NPG MUSIC PUBLISHING, LLC; AND SEEKING**
4 **APPOINTMENT AS PERSONAL REPRESENTATIVE OF THE ESTATE OF**
5 **PRINCE ROGERS NELSON IN THIS PROBATE MATTER**

6 Rodney H. Dixon files this Memorandum as the Power of Attorney in support of his
7 claim of an implied-in fact and written agreement with Prince Rogers Nelson in accordance with
8 an Exclusive Songwriter Agreement between Rodney H. Dixon and Prince Rogers Nelson in
9 accordance with 17 U.S.C. § 204(a) and other contract law. This Memorandum is in conjunction
10 with Mr. Dixon's Objection to Bremer Trust Fees received by the Court on September 2, 2016,
11 and filed by the Court on September 16, 2016.

12 Mr. Dixon also seeks appointment as personal representative of the Estate of Prince
13 Rogers Nelson in this probate matter in accordance with Minnesota Statutes 524.3-203(6).

14 It is important to note from the start that Prince Rogers Nelson and Rodney Herachio
15 Dixon are songwriters, and contracted with each other in regard to songwriting and other
16 entertainment projects. Therefore, the content of Mr. Dixon's pleadings contain entertainment
17 concepts with descriptions that may be considered special, unique, unusual, extraordinary, and
18 with intellectual character. The same will describe the decedent in this Probate Matter.

19 Prince Rogers Nelson (Individual/Writer) executed an Exclusive Songwriter Agreement
20 with Prince Rogers Nelson (Manager/Member of NPG Music Publishing, LLC) on or about
21 April 4, 2014, titled 'Exclusive Songwriter Agreement (**Exhibit A**).' Shortly thereafter Prince
22 Rogers Nelson obtained ownership of his master recordings from Warner Bros. Records.

23 On or about January 8, 2016, Prince Rogers Nelson submitted a copyright filing titled "\$"
24 consisting of the abovementioned "Exclusive Songwriter Agreement" and 965 titles (**Exhibit**
25
26
27
28

1 **B).** The title “\$” is referred to as “Dollar Sign” with multiple meanings. Mr. Dixon will describe
2 in greater detail some of the various meanings behind the “Dollar Sign.”

3
4 **I. \$ (The Dollar Sign)**

5 On or about April 18, 1995, Prince offered Mr. Dixon an Exclusive Songwriter
6 Agreement based on the premise of an old verbal agreement for usage of Mr. Dixon’s creative
7 skills. Prince offered to Mr. Dixon the Exclusive Songwriter Agreement after Warner Bros.
8 Records was dismissed from a lawsuit filed by Mr. Dixon on or about February 8, 1995. Soon
9 thereafter Mr. Dixon and Prince met at Glam Slam in Los Angeles and had a major discussion.
10 On or about April 18, 1995, Mr. Dixon received \$1.00 from Prince in order to execute an
11 Exclusive Songwriter Agreement (**Exhibit C**).

12
13 Prince’s duly authorized agent (Jerry Edelstein) sent an envelope to Mr. Dixon via an
14 attorney (Michael L. Armstrong) of Covington & Crowe law firm with a \$1.00 bill in order to
15 execute the Exclusive Songwriter Agreement that was negotiated by Prince Rogers Nelson and
16 Rodney Herachio Dixon at Glam Slam, Los Angeles Mr. Dixon fulfilled the requirement to
17 consummate the Agreement on or about September 13, 1995 Mr. Dixon will describe these
18 events in greater detail below. (**Exhibit D**).


19
20 During this lengthy conversation at Glam Slam, in Los Angeles, Prince and Mr. Dixon
21 talked about the interference of outside forces that were hindering an opportunity to capitalize in
22 the marketplace from the events taking place in the courts through entertainment projects. The
23 meeting was an attempt to come to a meeting of the minds and was achieved successfully.


24
25 Prince and Mr. Dixon are both responsible for the success of Purple Rain, but Warner
26 Bros. Records and others believed Prince’s best days were behind him. The two men set an
27

1 agenda to create a far bigger and more successful project than Purple Rain with a battle at a far
2 higher level than what 'The Kid' had ever encountered before.

3
4 The film Purple Rain was about two rival musicians in Minneapolis battling one another.
5 Graffiti Bridge included these same two men; Prince and Morris in another Epic battle. Graffiti
6 Bridge had nowhere near the success of Purple Rain. Notwithstanding, the real conflicts between
7 Prince and Mr. Dixon was much hotter than the rivalry between Prince and Morris Day. In fact,
8 the conflicts between Prince and (Merc) was the inspiration for Purple Rain, Graffiti Bridge and
9 even a comic book Prince created.
10

11 However, the battle between Prince and Morris Day would seem like more of the cartoon
12 compared to the battle of Prince and Merc that was spilling out into real life (the court system
13 and the streets). That battle was a spiritual battle more likened to the movie 'Highlander'.

14 While the two men spoke at Glam Slam, Prince promised to do his part to get this movie
15 made since Merc's release to the public was being hindered by outside forces. Merc (Rodney H.
16 Dixon) promised to do his part to get this movie made as well. The movie would not have the
17 impact it needed without Merc coming to the forefront of public attention as an adversary to
18 Prince. No other concept would compare to the one already inserted into the courts. The story
19 would end with both men unifying for a common spiritual mission to bring spiritual love  to
20 the center of music. The symbol would have great meaning and great marketing potential. Prince
21 offered Mr. Dixon an Exclusive Songwriter Agreement with the provision for the movie to be
22 made.
23
24

25
26 The Dollar Sign also represents a "Blank Check." If you look at a Blank Check you will
27 see The Dollar Sign  and a blank box in order for you to write the amount. The movie they
28 were planning would allow both men to fill in the blanks. The Dollar Sign also represents

1 Ancient Egypt and the pyramids which would be a stable topic for "the film project" relating to
2 African-American's today.

3 It is very important to understand that Prince and Mr. Dixon's relationship is built around
4 Entertainment. However, the agreement between Mr. Dixon and Prince was specific. The
5 specifics were that Mr. Dixon would exclusively serve as a songwriter for Prince Rogers
6 Nelson/NPG with renewal periods and provisions such as would happen if and when Prince
7 died? This is a major reason why Mr. Dixon never wrote music for any other artist. The
8 consideration of \$1 to execute the Agreement was offered by Prince and accepted by Mr. Dixon
9 and witnessed by Jerry Edelstein, attorney-at-law, and Michael L. Armstrong, attorney-at-law.
10 Additional provisions for a movie is included and a provision for Mr. Dixon to become Power of
11 Attorney upon Prince's death was inserted.
12
13

14 Without going into detail regarding Prince's health condition, etc., it is important to note
15 that Mr. Dixon and Prince Rogers Nelson discussed his legacy in the event of death. This is why
16 the concept of "inheritance" was being discussed in the first place. These conversations were
17 taking place before the lawsuit was filed in 1994 and continued over time. Prince was pretty
18 much fixated on the notion.
19

20 Notwithstanding, Mr. Dixon was given \$1.00 to Execute the Agreement with the
21 understanding if something did happen to Prince, Mr. Dixon would become Power of Attorney
22 over all of Prince's Intellectual Property. Notwithstanding, the provisions to the contract also
23 consisted of financial consideration described below.
24

25 This Probate Matter thus far have not gone as Mr. Dixon had planned. A lack of
26 evidentiary hearing, discovery, etc. makes it very difficult to get to the bottom line.
27 Notwithstanding, it is now that Prince's own words are inserted into this matter.
28

1 **II. PRINCE EXECUTES NEW AGREEMENT WITH NPG MUSIC**
2 **PUBLISHING, LLC AND GAINS MASTERS FROM WARNER**
3 **BROTHERS RECORDS.**
4

5 On or about March 6, 2014, Prince filed Articles of Organization of a Limited Liability
6 Company (LLC) for NPG Music Publishing, LLC in the State of California. The LLC file
7 includes Statement of Information filed December 3, 2015 and January 27, 2016 (**Exhibit D**).

8 It is important to note the contents of the Exclusive Songwriter Agreement dated April 4,
9 2014, being described in general terms:

- 10
- 11 1. Prince will exclusively work for NPG Music Publishing, LLC.
 - 12 2. The term can last until April 4, 2029, and onward if agreed.
 - 13 3. Copyright ownership granted to the Power of Attorney can last throughout the
14 duration of the copyrights and any renewals, etc. meaning forever.
 - 15 4. The contract encompasses all of Prince's Intellectual Property (past, present &
16 future).
 - 17 5. Princes' compensation is the same \$1.00 given to Mr. Dixon to execute the
18 Agreement, and such other compensation as hereafter agreed.
 - 19 6. The position of Power of Attorney can be assigned by Prince to any party without the
20 need to be in writing.
 - 21
 - 22

23 It is therefore critically important to understand these facts:

- 24 1. Mr. Dixon was given the same exact amount (\$1.00) to execute an Exclusive Songwriter
25 Agreement with Prince in 1995.
- 26 2. Mr. Dixon takes on the same authority as Prince upon Prince's death April 21, 2016.
- 27
- 28

1 **III. TACTICAL NEGOTIATION WITH LAWSUITS OF THIS NATURE**

2 Entertainment attorneys and legal analysts argue that a lawsuit involving a Creative
3 Person (Writer/Artist/Actor/Etc.) against the established entity (Producer/Record
4 Company/Movie Studio/ Etc.) are mostly tactical illustrations for negotiating better terms of an
5 Agreement. The lawsuits are then tactical, and generally used as a last resort to bring
6 negotiations to a head. It is common reference in the entertainment industry to consider writers
7 and artists as:
8

- 9 1. Special
10 2. Unique
11 3. Unusual
12 4. Extraordinary
13 5. Intellectual Character
14

15 It is quite obvious no one can argue Mr. Dixon's content does fit these creative
16 expressions that are common in the entertainment industry. Contracts were specifically designed
17 with these types of individuals in mind. Mr. Dixon's songwriting and creative services to Prince
18 Rogers Nelson, gives his services particular value and the loss of which cannot be reasonably or
19 adequately compensated in damages in action at law because of its special and unique nature.
20 Mr. Dixon was given consideration (\$1.00) to execute the contract back in 1995 to guard against
21 such provisions being used against him. The negotiation tactic apparently worked Hollywood
22 style.
23

24 Mr. Dixon have been providing services to Prince Rogers Nelson since the year 1983
25 after meeting in 1982. It is difficult to ascertain when Mr. Dixon's creative expressions begin
26 and where Prince's creative expressions end since Purple Rain. Because of this unique situation
27
28

1 it is most difficult to ascertain an actual value of Mr. Dixon's services. Although Mr. Dixon and
2 Prince Rogers Nelson agreed to a modified agreement in the year 1995, the value is still to be
3 determined, although Mr. Dixon continued to place the value at \$1 Billion until the Motion to
4 Dismiss was GRANTED for some of Mr. Dixon's claims.
5

6 No person or entity has ever questioned Mr. Dixon's creative relationship with Prince.
7 Common sense tells you that if he fought his own purported half-sister in a court of law for
8 alleged music she wrote, and she is now being considered an heir of his estate, he would not have
9 run from Mr. Dixon for a claim much more serious if Mr. Dixon did not serve as a songwriter.
10 Mr. Dixon is open to ascertaining the value of his services once the total value of Prince's Estate
11 is determined. However, that value cannot be completely determined in action at law due to its
12 own special, unique, unusual, extraordinary and intellectual character. However, Mr. Dixon is
13 the intended Power of Attorney coupled with an interest in accordance with the Exclusive
14 Songwriter Agreement executed by Prince Rogers Nelson on February 4, 2016.
15
16

17 Without the position of Power of Attorney as described in the Exclusive Songwriter
18 Agreement(s), Mr. Dixon's value as a songwriter for Prince/NPG hangs in the balance of this
19 Probate Matter. It is a known fact that Prince is no longer alive. Therefore, either Mr. Dixon
20 takes his position as Power of Attorney to head the Administration of NPG Music Publishing,
21 LLC with 100% of the income thereof in accordance with Exclusive Songwriter Agreements
22 executed by Prince; or Mr. Dixon continues to create music, literary and entertainment projects
23 for The Estate of Prince Rogers Nelson based on the terms described hereunder; or Mr. Dixon's
24 exclusive contract with Prince is terminated, and as such Mr. Dixon receives compensation based
25 on the terms described hereunder; and Mr. Dixon is still committed to making and releasing "the
26
27
28

1 film project” the two men were working on for years with all of the remaining terms of the
2 contract intact.

3
4 However, in order for Mr. Dixon to ascertain his value in the open marketplace among
5 those looking for a top level songwriter with an incredible track record ghost writing for one of
6 the most prolific music artists in history, and to generate the value add for the film project, there
7 must first be a serious legal discussion regarding Mr. Dixon’s revelation of Prince’s Exclusive
8 Songwriter Contract with irrevocable provisions for Power of Attorney.

9
10 As anyone should be able to ascertain by now a major concept of “the film project” is
11 “the ghost writer appears to haunt Prince and this Epic battle leads him on a spiritual journey to
12 Love”.

13 **IV. NOTABLE PROVISIONS IN PRINCE’S WRITTEN CONTRACT WITH**
14 **NPG MUSIC PUBLISHING, LLC IN 2014**

15
16 In accordance with the Exclusive Songwriter Agreement executed by Prince Rogers
17 Nelson on April 4, 2014, it states the following:

- 18 1. **ACTIONS**: Publisher (NPG Music Publishing, LLC) shall have the exclusive right to
19 take such action as it deems necessary, either in Writer’s name and/or in both names,
20 against any party to protect all rights and interests by Publisher hereunder.
21
22 a. Mr. Dixon believes and herein alleges that Prince’s own words specifies his
23 intent that only a particular someone other than himself would ever hold the
24 right to defend his interests under the law and throughout the universe. That
25 person must be assigned by him. Therefore anyone claiming that position
26 today must also make reference to this Exclusive Songwriter Agreement as
27
28

1 the intended recipient. If anyone cannot they are automatically barred from
2 mounting a defense on Prince's behalf today.

3
4 b. Mr. Dixon believes and herein alleges that he is the only claimant in this
5 Probate Matter to receive \$1.00 to execute an Exclusive Songwriter
6 Agreement in the same way Prince executed an Exclusive Songwriter
7 Agreement for himself with the fulfillment of all other provisions thereof as
8 specified in his own Agreement with Prince.

9
10 c. Mr. Dixon believes and herein asserts that Prince Rogers Nelson initiated
11 these actions in order to let the world know that Rodney Herachio Dixon and
12 Prince Rogers Nelson are considered "one in the same" upon his death as it
13 relates to the contract. That is, Mr. Rodney H. Dixon is Power of Attorney
14 with all the rights afforded by the Exclusive Songwriter Agreement executed
15 by Prince Rogers Nelson on or about April 4, 2014, and made public on or
16 about February 4, 2016.

17
18 2. ASSIGNMENT: Publisher (NPG Music Publishing, LLC) shall have the right to
19 assign this Agreement or any of its rights and/or obligations hereunder to any party.
20 Writer (Prince Rogers Nelson) may not assign any of Writer's (Prince Rogers Nelson)
21 obligations hereunder without Publisher's consent (NPG Music Publishing, LLC).

22
23 a. Mr. Dixon believes and herein asserts that Prince obligated himself not to
24 work for anyone else. Also, Mr. Dixon also did not write music for anyone
25 else.

26
27 b. Mr. Dixon believes and herein asserts that Prince (NPG Music Publishing,
28 LLC) could assign to any party it chose. Nowhere in Prince's own Agreement

1 does it state the assignment of this Position must be in writing. Therefore the
2 position of Power of Attorney could always be determined by the actions of
3 the parties therewith, and upon Mr. Dixon's receipt of this position all rights
4 incurred by the Agreement are axiomatic.
5

6 3. POWER OF ATTORNEY: Writer hereby irrevocably authorizes, empowers and
7 appoints Publisher (NPG Music Publishing, LLC) or any of its officers Writer's
8 (Prince Rogers Nelson) true and lawful attorney (with full power of substitution and
9 delegation), in Writer's (Prince Rogers Nelson) name, or in Publisher's (NPG Music
10 Publishing, LLC) name, to take and do such action and to make, sign, execute,
11 acknowledge and deliver any and all instruments or documents, which Publisher
12 (NPG Music Publishing, LLC) from time to time may deem desirable or necessary to
13 vest in Publisher (NPG Music Publishing, LLC), its successors and assigns, all of the
14 rights or interests granted by Writer (Prince Rogers Nelson) hereunder, including,
15 without limitation, such documents as Publisher (NPG Music Publishing, LLC) may
16 deem necessary to secure to Publisher (NPG Music Publishing, LLC), its successors
17 and assigns, the worldwide copyrights for all Compositions for the entire term of
18 copyright and for any and all renewals and extensions under any present or future
19 laws throughout the universe. The foregoing Power of Attorney is irrevocable and
20 deemed coupled with an interest.
21
22

23
24 a. Mr. Dixon believes and herein asserts Prince himself utilized this provision
25 stated above by filing this contract in the Copyright Office dated January 8,
26 2016, therefore constituting that the Publisher deemed it necessary; and that
27 no putative, potential, or future heirs, or any other claimant, or person or
28

1 entity have come forward with a written agreement from Prince even
2 suggesting that Prince declared them as Power of Anything.

- 3
4 b. Mr. Dixon believes and herein asserts that he is the only person to come
5 forward in this Probate Matter with claims of being the only person Prince
6 would trust for this assignment. In fact, most everyone else's filings and
7 actions are based on the allegation that Prince made no provisions for his
8 intellectual properties in the event of death, and have positioned themselves
9 based on the assertion that Prince died without making provisions for his
10 intellectual properties after traveling the world to fight against illicit use
11 thereof. Additionally, Prince dedicated most of the second half of his music
12 career to getting back his masters. But others in this Probate Matter assumed
13 Prince did not make provisions because they had no proof. Others have
14 suggested that Mr. Dixon gave away all of his Intellectual Property to Prince
15 for Free, or if an argument was mounted now they would suggest Mr. Dixon
16 sold all of his copyrights to Prince for \$1.00.

17
18
19 **V. MR. DIXON'S CONTRACT TERMS WITH PRINCE**

20 ***EXCLUSIVE SONGWRITER AGREEMENT***

- 21
22 1. AGREEMENT START DATE: April 18, 1995
23 2. PARTIES: Prince Rogers Nelson ("Artist/Producer") also referred to as "Prince"
24 and/or "☿" and Rameses America Mercury (Rodney H. Dixon) ("Writer") also
25 referred to as "Rodney H. Dixon," "Rodney Dixon," "Rodney Herachio Dixon," "Mr.
26 Dixon," "Aeric Alexander Mercury," and "Merc,"
27
28

- 1 3. INDEPENDENT CONTRACTOR: Artist/Producer contracts with Writer to render
2 Writer's services as a songwriter and composer. Writer accepts such contract and
3 agrees to render such services exclusively for Artist/Producer during the Term.
4
- 5 4. TERM: The "Term" of this agreement shall consist of an initial term and at the
6 mutual election of Artist/Producer and Writer, to renewal term(s) provided below.
7 The initial term of this Agreement shall commence as of April 18, 1995 and shall
8 continue for a period of two (2) years. Writer grants to Artist/Producer seventeen (17)
9 separate and irrevocable options, each to renew this Agreement for a two (2) year
10 term, such renewal terms run consecutively only after seven (7) days lag time of the
11 initial term hereof, and with seven (7) days lag time between each renewal period.
12 Each option shall be exercised automatically unless either Artist/Producer or Writer
13 notify the other of the intent not to renew in Writing during any lag time period.
14 Notwithstanding any of the foregoing to the contrary, Artist/Producer and Writer may
15 mutually decide to terminate the Term at any time but must be in Writing and signed
16 by both parties.
17
- 18 5. GRANT OF RIGHTS – For good and valuable consideration, the receipt and
19 sufficiency of which is hereby acknowledged, Writer hereby irrevocably and
20 absolutely assigns, conveys and grants to Artist/Producer, its successors and assigns
21 (a) all rights and interests of every kind, nature and description in and to all original
22 musical compositions and all original arrangements of musical compositions, literary
23 works received by Artist/Producer which have heretofore been written, composed or
24 created by Writer, created, owned and/or controlled by Writer, including but not
25 limited to the titles, lyrics and music thereof and all world-wide copyrights and
26
27
28

1 renewals and extensions thereof under any present or future laws throughout the
2 world, including without limitation except for what is listed in Exhibit A; (b) all
3 rights and interests of every kind, nature and description in and to the results and
4 proceeds of Writer's services hereunder except as described in this Agreement,
5 including but not limited to the titles, lyrics and music of all original musical
6 compositions and of all original arrangements of musical compositions and of all
7 original arrangements of musical compositions received by Artist/Producer from
8 Writer and all world-wide copyrights and renewals and extensions thereof under any
9 present or future laws throughout the world, which shall be written, composed or
10 created by Writer during the term hereof , created, owned and/or controlled by Writer
11 except for what is listed in Exhibit A: and (c) all rights and interests of every kind,
12 nature and description in and to all original music compositions and all original
13 arrangements of musical compositions received by Artist/Producer which are now
14 directly or indirectly owned or controlled by Writer, created by Writer or controlled
15 or acquired by Writer during the term hereof, as the contractor, employer or
16 transferee of the writers or composers thereof or otherwise, including the titles, lyrics
17 and music thereof and all world-wide copyrights and renewals and extensions thereof
18 under any present or future laws throughout the world except for what is listed in
19 Exhibit A; all of which, to the best of Writer's knowledge and belief, are and shall at
20 all times be Artist/Producer exclusive property as the sole owner thereof, free from
21 any adverse claims or rights therein by any other party (all such musical compositions
22 and arrangements hereinafter being referred to as "Compositions") except for what is
23 listed in Exhibit A. Writer does not grant to Artist/Producer and its successors,
24
25
26
27
28

1 licensees and assigns the right to use Writer's professional and personal name(s),
2 likenesses and distinctive logos for any purposes contemplated hereunder or for
3 Artist/Producer's general marketing and goodwill, including without limitation, in
4 connection with any websites or other social media platforms that concern Writer's
5 songwriting or literary services and/or the Compositions unless under a separate
6 Agreement.
7

8 Without limiting the generality of the foregoing, Writer acknowledges that the rights
9 and interests hereinabove set forth include but are not limited to Writer's irrevocable
10 grant to Artist/Producer, its successors, licensees and assigns, of the sole and
11 exclusive right, license, privilege and authority throughout the Universe to exercise
12 all rights with respect to all Compositions except for what is listed in Exhibit A,
13 whether now in existence or whether created or arising during the term hereof,
14 including but not limited to, as follows:
15

- 16
- 17 a. To perform and license others to perform the Compositions publicly or
18 privately, for profit or otherwise, by means of public or private performance,
19 radio broadcast, television, electronic and/or digital transmission, or any and
20 all other means and media, whether now known or hereafter conceived or
21 developed and to register now known or hereafter conceived or developed and
22 to register the Compositions with one or more performing rights
23 organizations, or to refrain therefrom except for what is listed in Exhibit A.
24
 - 25 b. To substitute a new title or titles for the Compositions or any of them and to
26 make new arrangement, adaptation, translation, dramatization or
27 transportation or any or all of the Compositions or of the titles, lyrics or music
28

1 thereof, received by Artist/Producer and created, controlled directly or
2 indirectly by Writer, and in connection with any other musical, literary or
3 dramatic material, and to add new lyrics to the music of any Compositions or
4 new music to the lyrics of any Compositions, all as Artist/Producer may deem
5 necessary or desirable in his best judgment except for what is listed in Exhibit
6 A.
7

8 c. To secure copyright registration and protection for the Compositions in
9 Artist/Producer's name or otherwise, as Artist/Producer may desire, at
10 Artist/Producer own expense, and at Artist/Producer's election, including any
11 and all renewals and extensions of copyright under any present of future laws
12 throughout the world, and to have and to hold said copyrights, renewals and
13 extensions and all rights existing thereunder, for and during the full term of all
14 said copyrights and all renewals and extensions and all rights existing
15 thereunder, for and during the full term of all said copyrights and all renewals
16 and extensions thereof except for what is listed in Exhibit A.
17

18 d. To make and/or authorize the making of mechanical and/or electronic
19 reproductions of the Compositions in and as part of master recordings,
20 computer software, and any and all other audio only and/or audio visual
21 devices whether now in existence or as hereafter devised except for what is
22 listed in Exhibit A.
23

24 e. To authorize the synchronization of the Compositions in audio visual
25 productions including, without limitation in the soundtracks of motion
26
27
28

1 pictures, in television productions, in commercial advertisements, in computer
2 software devices, and in merchandise except for what is listed in Exhibit A.

3
4 f. To print, publish and sell, and to license others to print, publish and sell, sheet
5 music, orchestrations, arrangements and other editions of the Compositions in
6 all forms, by any means, and in any and all media, now known or hereafter
7 devised including, without limitation, the inclusion of any or all of the
8 Compositions in song folios, compilations, song books, mixed folios,
9 personality folios and lyric magazines with or without music except for what
10 is listed in Exhibit A.
11

12 g. To authorize the digital or electronic reproduction or distribution of the
13 Compositions by any means or method including, without limitations, by way
14 of the internet, satellite or otherwise and in any and all media now known or
15 hereafter devised except for what is listed in Exhibit A.
16

17 h. Any and all other rights now of hereafter existing in all Compositions under
18 and by virtue of any common law rights and all copyrights and renewals and
19 extensions thereof including so-called small performance rights except for
20 what is listed in Exhibit A.
21

22 6. **EXCLUSIVITY:** During the term of this Agreement, Writer shall not, without
23 Artist/Producer's consent, write or compose, or furnish or convey, any musical
24 compositions, titles, lyrics or music, or any rights or interests therein, nor participate
25 in any manner with regard to same, for or to any party other than Artist/Producer, nor
26 permit the use of his name or likeness as the writer or co-writer or any musical
27 composition by any party other than Artist/Producer.
28

1 7. WARRANTIED, REPRESENTATIONS, COVENANTS AND AGREEMENTS:

2 Writer hereby warrants, represents, covenants and agrees as follows to the best of
3 Writer's knowledge and belief: Writer has the full right, power and authority to enter
4 into and perform this Agreement and to grant to and vest in Artist/Producer all rights
5 herein set forth, free and clear of any and all claims, rights and obligations
6 whatsoever.
7

8 8. POWER OF ATTORNEY: Writer hereby authorizes, empowers and appoints
9 Artist/Producer or any of its officers as Writer's true and lawful attorney (with full
10 power of substitution and delegation), in Writer's name, and in Writer's place and
11 stead, or in Artist/Producer's name, to take and do such action, and to make, sign,
12 execute, acknowledge and deliver any and all instruments or documents, which
13 Artist/Producer, its successors and assigns, all of the rights or interests granted by
14 Writer hereunder, including, without limitation, such documents as Artist/Producer
15 shall deem desirable or necessary to vest in Artist/Producer, its successors and
16 assigns, all of the rights or interests granted by Writer hereunder, including without
17 limitation, such documents as Artist/Producer shall deem desirable or necessary to
18 secure to Artist/Producer, its successors and assigns, the worldwide copyrights for all
19 Compositions for the entire term of copyright and for any and all renewals and
20 extensions under any present or future laws throughout the Universe except for what
21 is listed in Exhibit A. In the event or likelihood of death or incapacitation of
22 Artist/Producer all rights of this Agreement are assigned to Writer as the foregoing
23 Power of Attorney irrevocable and deemed coupled with an interest.
24
25
26
27
28

1 9. COMPENSATION:

- 2 a. Conditioned upon, and in consideration of Writer's full and faithful
3 performance of all of the terms and provisions hereof, Artist/Producer shall
4 pay to Writer, upon full execution of this Agreement, the sum of \$1.00, and
5 such other compensation as Artist/Producer and Writer may hereafter agree.
6
- 7 b. Full and faithful performance shall be determined by Writer filing in the
8 Library of Congress, Copyright Office the material associated with lawsuit
9 BC113137 and SCV19675, for the acknowledgment that such material will be
10 used for "the film project" that will be described in detail and relating to
11 Exhibit A. Artist/Producer must also register material for "the film project" in
12 the Library of Congress, Copyright Office and for the acknowledgement of
13 Writer's assignment as Power of Attorney in the event of death or incapacity
14 of Artist/Producer.
15
- 16 c. Writer shall receive a Deferred Payment of all royalties earned by
17 Artist/Producer upon the execution of this Agreement after the successful
18 release of "the film project" as described hereunder. Writer shall be entitled to
19 receive his writer's share of public performance royalties throughout the
20 world directly from Artist/Producer, except Writer will receive (100%) of the
21 royalties from what is listed in Exhibit A directly from the performing arts
22 society with which he is affiliated. Artist/Producer shall pay to Writer (50%)
23 of all such net sums which are received by Artist/Producer in the United
24 States from the exploitation of such rights in the Compositions, throughout the
25 world for any Compositions owned and controlled by Artist/Producer for any
26
27
28

1 and all music throughout the career of Artist/Producer after the release of “the
2 film project” (Deferred Payments).

- 3
4 d. For clarification, unless Artist/Producer and Writer otherwise agree, no other
5 monies shall be due Writer in connection with the Compositions hereunder
6 except as described in the section “Deferred Payments”.
- 7 e. Deferred Payments – Writer shall be responsible for creating the story,
8 treatment, and script, and for getting investors for the financing of “the film
9 project”. Artist/Producer shall be responsible for the production, distribution
10 and official music soundtrack of “the film project. Writer reserves the right to
11 separate release of music for the film but will not be considered the official
12 soundtrack. Artist/Producer and Writer shall serve as Executive Producers and
13 as stars of the film, but may opt out of starring in the film upon mutual
14 agreement to utilize actors to play the roles of themselves especially as it
15 relates to the potential age of the parties. Artist/Producer and Writer must
16 agree on supporting actors for “the film” and its actual title once ascertained.
17 The tentative budget for “the film project” may not be less than \$40 million
18 and may not be more than \$200 million. Investor shall recoup on a Preferred
19 Return Basis. Upon release of “the film project” Artist/Producer shall pay to
20 Writer 50% of all backend royalties from music created, owned and/or
21 controlled by Artist/Producer from 1979 (For You) until the release of “the
22 film project”. Writer will receive no royalties from Artist/Producer for any
23 Compositions created, owned or controlled by Artist/Producer after the release
24 of “the film project” including but not limited to the Official Soundtrack for
25
26
27
28

1 "the film project" to be "Composed" by Artist/Producer. Writer shall continue
2 to receive 50% of Artist/Producer royalties in perpetuity for Compositions
3 owned and controlled before the release of "the film project" and will also
4 receive 100% of the royalties for "Merc the Master of Seven" and any other
5 Compositions owned and controlled by Writer after the release of "the film
6 project" and 100% for payment as writer of the story and script.

7
8 Artist/Producer and Writer will both receive 100% compensation in regard to
9 starring in the film. Artist/Producer and Writer will split 50/50 all profits from
10 the film and any other merchandise or revenue generated from the trademark,
11 licensing, and exploitation outside of the specific products described herein.

12 All other negotiations associated with "the film project" must be mutually
13 agreed. In the event of a stalemate Artist/Producer and Writer shall work
14 together to resolve the difference. Artist/Producer or Writer shall not bring a
15 lawsuit against one another. Artist/Producer may opt out of this Agreement at
16 any time but must pay to Writer 50% of all royalties earned starting thirty (30)
17 days after terminating this Agreement in perpetuity. Writer may opt out of this
18 Agreement at any time but will receive a one-time payment of \$1,000,000
19 (One Million Dollars) for all of his services performed in the past or present
20 and will not receive any royalties. In the event this film project is not released
21 due to the failure of Writer to secure financing for the film the Writer shall
22 receive a one-time payment of \$1,000,000 (One Million Dollars) within thirty
23 (30) days of termination for all of his services performed in the past or present
24 and will not receive any royalties. Writer shall have until October 24, 2029 to
25
26
27
28

1 secure financing for this film project. In the event this film is not released due
2 to the failure of Artist/Producer to secure production and distribution, the
3 Writer shall receive 50% of all Artist/Producer's royalties starting thirty (30)
4 days after the final term of this Agreement dated October 24, 2029. In the
5 event of the death and incapacity of Artist/Producer the Writer shall become
6 Power of Attorney with all rights of Artist/Producer for any contracts entered
7 into with any third parties. In the event of death or incapacity of Writer the
8 Artist/Producer shall become Power of Attorney with all rights of Writer
9 relating to Merc the Master of Seven and Merc Supertext (Exhibit A).
10 Artist/Producer and Writer shall continue to work on avenues to bring Writer
11 to the forefront of public attention in order to make this entertainment project
12 a success.
13
14
15

16 10. **ACTIONS**: Artist/Producer shall have the exclusive right to take such action as he
17 deems necessary in his own name, but may not do so in Writer's name, against any
18 party to protect all rights and interests acquired by Artist/Producer hereunder.

19 11. **ASSIGNMENT**: Artist/Producer shall have the right to assign this Agreement or any
20 of its rights and/or obligations hereunder to any party except in death or incapacity in
21 which the assignment shall revert to Writer in full. Writer may not assign any of
22 Writer's obligations hereunder without Artist/Producer consent unless caused by
23 death or incapacity.
24

25 12. The full and faithful performance of this Agreement is WITNESSED by the actions
26 of Artist/Producer and Writer, determined by the insertion of LEGAL documents
27 filed in the Library of Congress, Copyright Office.
28

