

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) S.O.D. Money Gang Entertainment, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) P.O. Box 42346	Requester's name and address (optional)
City, state, and ZIP code Atlanta, GA 30311-0346		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
26 : 1842180

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Philip J. Ransom</i>	Date ▶ <i>4/9/2008</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



WILLIAM MORRIS AGENCY, LLC

TALENT AND LITERARY AGENCY

1325 Avenue of the Americas

New York, NY 10019

USA

Phone: +1 212-903-1316

email: cpl@wma.com

SOULJA BOY

S.O.D. MONEY GANG ENTERTAINMENT, INC.

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 27 Feb 2009 between S.O.D. MONEY GANG ENTERTAINMENT, INC. (hereinafter referred to as "PRODUCER") furnishing the services of SOULJA BOY (hereinafter referred to as "ARTIST") and UNIVERSITY OF GEORGIA Mark Lamotte (hereinafter referred to as "PURCHASER")

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF THE UNIVERSITY OF GEORGIA UNIVERSITY
UNION COMMITTEE FOR BLACK CULTURAL PROGRAMS DIVISION.

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference.

1. ENGAGEMENT VENUE(S):

LEGION FIELD @ UNIVERSITY OF GEORGIA
Lumpkin Street
Athens, GA 30602

2. DATE(S) OF ENGAGEMENT: Thu 09 Apr 2009

- a. Number of Shows: 1
- b. Show Schedule(s): 8 pm ~~Fri~~: SOULJA BOY; (60 min.)

3. BILLING (in all forms of advertising):

100% Headline Billing

4. COMPENSATION:

\$28,000.00 USD (Twenty Eight Thousand U.S. Dollars) flat GUARANTEE.
PAID IN FULL BY UNIVERSITY CHECK IMMEDIATELY FOLLOWING ENGAGEMENT.

~~DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.~~

5. PRODUCTION AND CATERING:

PURCHASER to provide and pay for sound and lights, backline consisting of turntables and mixers and all rider requirements as per ARTIST specifications.

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) Air transportation: N/A
- b) Accommodations: N/A
- c) Air freight and excess baggage: N/A
- d) Ground transportation: PURCHASER to provide and pay for local ground transportation as per ARTIST specifications.
- e) Other: N/A

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER.

7. SPECIAL PROVISIONS:

- No radio station presents/co-promotes without prior written permission from Artist management.
- All marketing plans, radio promotion and advertising must be approved by Brad Sheehan at 212-903-1485..

*THE ATTACHED ADDENDUM IS HEREBY INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

- No audio or video recording, live broadcasts or webcasts without prior written permission from Artist management.
- Purchaser shall use only Artist-supplied admats, photographs, biographies and materials. In the event none are provided by Artist, any use of Artist's name, likeness, logo, image or otherwise shall be subject to Artist's prior written approval.
- There shall be no use of Artist's name, likeness, logo or otherwise on any merchandise without prior written approval from management.
- Headliner must have approval of all support.
- Promoter/Building SPONSORS SHOULD NOT be included on the ticket face or in any radio or print advertising.

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof.

9. CURRENCY AND EXCHANGE RATE:

N/A

10. PAYMENT TERMS:

a. All deposit payments shall be paid via ~~certified or cashier's check, or bank wire as follows~~ **UNIVERSITY CHECK, IMMEDIATELY FOLLOWING PERFORMANCE.**

CITY NATIONAL BANK 400 North Roxbury Drive Beverly Hills, CA 90210	ABA no.: 122016066 / Swift no.: CINAUS6L William Morris Agency Account No.: 001060801 ORG: University Of Georgia / REF: Soulja Boy / Apr 09, 2009
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Please be sure to specify the following to avoid confusion and/or misapplication of funds: your company name (as sender), name of the artist, start date of the Engagement(s).

b. BALANCE of the monies shall be paid to and in the name of PRODUCER by ~~certified or cashier's check or bank wire (as designated by PRODUCER), to be received by PRODUCER not later than prior to the first show of the Engagement~~ **UNIVERSITY CHECK, IMMEDIATELY FOLLOWING THE PERFORMANCE.**

c. Earned percentages, overages and/or bonuses, if applicable, are to be paid to PRODUCER in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the ~~last show of the Engagement~~ **N/A**

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or overages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER ~~in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER);~~ immediately following the last show of the Engagement. **N/A**

11. SCALING AND TICKET PRICES:

	CAP TYPE	GROSS PRICE	COMPS	KILLS	SELLABLE	FAC. FEE	PARKING	CHARITY	OTHER	NET PRICE	GROSS POT.
Thu 9 Apr 8:00 PM	4,000 (unknown)	\$7.50	0	0	4,000					\$7.50	\$30,000.00
	4,000		0	0	4,000						\$30,000.00

SCALING NOTES:

Day of show ticket price increase \$10.00 USD
 Free for students / \$15 for General Public

ADJUSTED GROSS PDENTIAL:	\$30,000.00
TAX:	
NET POTENTIAL:	\$30,000.00

12. EXPENSES:

N/A

13. **MERCHANDISING:** SEE UNIVERSITY ADDENDUM ITEM #12

Artist sells; All Merchandise: 80.00% of proceeds to ARTIST.

14. **VISAS AND WORK PERMITS:**

N/A


15. **TAXES:**

N/A

UNIVERSITY OF GEORGIA ADDENDUM

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By: 

UNIVERSITY OF GEORGIA Mark Lemotta DR. THOMAS BURKE ASSOC. VP FOR STUDENT AFFAIRS 325 TATE STUDENT CENTER ATHENS, GA 30605 USA
--

By:

S.O.D. MONEY GANG ENTERTAINMENT, INC. Fed ID: 26-1842180

Return all signed contracts to WILLIAM MORRIS AGENCY, LLC at the address above; Attention: Lewis

ADDENDUM "A"

ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. ~~If not already indicated on the face page of this Agreement, PURCHASER will advise PRODUCER, or PRODUCER's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.~~ N/A
- (2) ~~In the event the payment to PRODUCER shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within two (2) hours following such performance. PRODUCER shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement.~~ N/A
- (3) ~~In the event that the payment of PRODUCER's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.~~ N/A
- (4) ~~In the event the payment to PRODUCER does not include a percentage payment, if the actual gross box office receipts from the Engagement exceed the gross potential as stated on the face of this Agreement or as otherwise agreed in writing between the parties, such excess shall be immediately paid in full to PRODUCER in cash.~~ N/A

B. TICKETS

- (1) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from PRODUCER.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) ~~If ticket price seating shall be varied in any respect, the percentage of compensation payable to PRODUCER shall be based upon whichever of the following is more favorable to PRODUCER: (i) the ticket price seating set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price seating in effect for the Engagement.~~ N/A
- (4) ~~The PRODUCER's representative shall have the right to inspect ticket racks and all box office and other records with respect to such receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. PRODUCER's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder.~~
- (5) PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of PRODUCER.
- (6) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without PRODUCER's prior, written consent, which shall be given or withheld in PRODUCER's sole discretion.

C. FACILITIES

UNAVAILABLE AT THIS VENUE.

VENUE IS OUTSIDE, PURCHASER WILL PROVIDE TENT TO SERVE AS

- (1) PURCHASER agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper ~~DRESSING ROOM.~~ and lawful presentation of the Engagement, including, without limitation, a suitable venue, well-heated, ventilated, lighted, clean and in good order, ~~stage curtains~~, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by PRODUCER, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and PURCHASER shall pay all other necessary expenses in connection therewith.
- (2) PURCHASER shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached ARTIST Rider, unless otherwise agreed by PRODUCER and PURCHASER in writing. Exact requirements to be advised if same differs from ARTIST Rider specifications.
- (3) PURCHASER will pay all music royalties in connection with PRODUCER's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by PRODUCER as part of PRODUCER's regular company.
- (4) PURCHASER agrees to pay all amusement taxes, if applicable.
- (5) PURCHASER shall comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER and PRODUCER.
- (6) If PRODUCER so requires, PURCHASER will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals. PURCHASER shall furnish at its own expense all other items and personnel including, but not limited to, any and all personnel, including musicians, as may be required by any national or local union(s) required for the proper presentation of the performance hereunder, and any rehearsals therefore, except for those items and personnel which PRODUCER herein specifically agrees to furnish.
- (7) PURCHASER shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).

D. PRODUCTION CONTROL

CO-

(1) PRODUCER shall have the sole ~~exclusive~~ creative control over the production and presentation of ARTIST's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the ARTIST herein specifically named.

(2) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the Engagement hereunder. PURCHASER agrees to supply and pay for all supporting acts, if any, which must be requested and/or approved by PRODUCER.

(3) PURCHASER agrees to promptly comply with PRODUCER's directions as to stage settings for the performance hereunder. **WITHIN IN REASON AND IF**

(4) It is understood that no stage seats are to be sold or used without PRODUCER's prior written consent. **POSSIBLE.**

E. EXCUSED PERFORMANCE

EITHER PARTY

If, as the result of a Force Majeure Event (as defined below), ~~PRODUCER or ARTIST~~ is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then PRODUCER's and ARTIST's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by PURCHASER, and PURCHASER shall bear its own costs and expenses in connection with this Agreement.

~~Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up to the time of the inability to perform by reason of such Force Majeure Event, and (ii) in the event of such non performance as a result of a Force Majeure Event, if ARTIST is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then PURCHASER shall nevertheless pay PRODUCER an amount equal to the full GUARANTEE plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not ARTIST is ready, willing and able to perform, PURCHASER shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.~~

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance by PRODUCER or ARTIST contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement venue or which PRODUCER and/or ARTIST reasonably believe jeopardizes the safety of ARTIST, any of ARTIST's equipment, musicians or other performers, or any of PRODUCER's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation, death, disability, illness, injury or other inability to perform of ARTIST, any of ARTIST's musicians, other performers, crew, representatives or advisors, any of ARTIST's family members, any of PRODUCER's key personnel, or any other person personally known to ARTIST whose death, disability, illness or injury adversely impacts ARTIST's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of ARTIST or PRODUCER which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and PURCHASER shall remain liable for payment to PRODUCER of the full GUARANTEE plus all other compensation due hereunder if the performance(s) called for herein is prevented by such weather conditions, regardless of which party (PRODUCER, ARTIST or PURCHASER) cancels the Engagement. For clarification, PURCHASER shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for ARTIST and touring party. PRODUCER shall have the sole right to determine in good faith whether any weather conditions shall render the performance(s) impossible, infeasible, hazardous or unsafe.

G. PRODUCER'S RIGHT TO CANCEL

PURCHASER agrees that PRODUCER may cancel the Engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the Engagement hereunder. Upon termination of the Agreement in accordance with this Section G, PRODUCER shall return to PURCHASER any deposit previously received by PRODUCER in connection with the Engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this Agreement.

H. BILLING

(1) ARTIST shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and

announcements.

(2) PURCHASER may only use ARTIST's name and pre-approved: voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of the Engagement, however PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent PRODUCER's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of PRODUCER.

I. MERCHANDISING

PRODUCER shall have the exclusive right to sell souvenir programs, balliet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance ~~without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any, as specified in this Agreement.~~

WITH 80% TO ARTISTS, 20% TO PURCHASER. SEE UNIVERSITY ADDENDUM ITEM #12

J. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others ~~(including, without limitation, PURCHASER or venue employees, representatives or contractors)~~ to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or ARTIST and/or PRODUCER's personnel at any time during the Engagement. SEE UNIVERSITY ADDENDUM ITEM #

K. PURCHASER DEFAULT

SEE UNIVERSITY ADDENDUM ITEM #30

(1) In the event PURCHASER refuses or neglects to provide any of the items herein stated or comply with any provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish PRODUCER or ARTIST with any documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure shall be deemed a substantial and material breach of this Agreement and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such breach; (iii) receive the full GUARANTEE (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

(2) If, on or before the date of any scheduled Engagement, PURCHASER has failed, neglected, or refused to perform any contract with PRODUCER/ARTIST, and/or any contract with any third party relating to this Engagement, and/or any other contract with any other performer for any other engagement (whether or not related), or if the financial standing or credit of PURCHASER has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand payment of the full GUARANTEE and all other compensation due pursuant to this Agreement. If PURCHASER fails or refuses to make such payment forthwith, then any such failure shall be deemed a substantial and material breach of this Agreement, and PRODUCER shall have the right (in PRODUCER's sole discretion), without prejudice to any other rights and remedies, to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to PRODUCER by PURCHASER as partial compensation for such anticipatory breach; (iii) receive the full GUARANTEE (or balance thereof) and all other compensation due pursuant to this Agreement and all out of pocket expenses incurred by PRODUCER and ARTIST in connection with the Engagement or the transactions contemplated by this Agreement; and (iv) PRODUCER and ARTIST shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances PURCHASER shall remain responsible for all transportation, accommodations, and expense reimbursements for PRODUCER/ARTIST and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

SEE UNIVERSITY ADDENDUM ITEM #31

(1) PURCHASER shall obtain and maintain, from the date hereof through completion of the Engagement, public and comprehensive general liability insurance coverage in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the ARTIST rider, if any) indemnifying and holding PRODUCER, ARTIST and ARTIST's traveling party and PRODUCER/ARTIST's respective officers, directors, principals, agents, employees and representatives, harmless from claims and/or actions by any and all persons who suffer death, personal injury or property damage during or incidental to any performance given under this Agreement or arising out of or in connection with this Agreement. The foregoing policies maintained by PURCHASER shall contain a waiver(s) of subrogation with respect to the PRODUCER, ARTIST and their respective officers, directors, principals, agents, employees and representatives, and each policy shall contain all appropriate riders and endorsements. PURCHASER will provide evidence of the existence of the insurance coverage referred to herein by naming PRODUCER, ARTIST, and their respective officers, directors,

~~principals, agents, employees and representatives, or "additional insureds" and providing PRODUCER with originals or copies of certificates of insurance as reflecting and providing that PRODUCER shall be notified in writing by the insurance carrier of any change or modification in the policy, not less than fifteen (15) days prior to the effective date of such change. PRODUCER's failure to request, review or comment on any such certificates shall not affect PRODUCER's rights or PURCHASER's obligations hereunder.~~

~~(2) Without limiting the generality of the foregoing, PURCHASER hereby indemnifies and holds PRODUCER and ARTIST, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including, without limitation, reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or ARTIST or any of the foregoing in connection with or as a result of any claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of PURCHASER or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not directly result from the gross negligence of the ARTIST and/or PRODUCER.~~

SEE UNIVERSITY ADDENDUM
ITEM #20

M. ROLE OF AGENT

WILLIAM MORRIS AGENCY, LLC acts only as agent for PRODUCER and assumes no liability hereunder and in furtherance thereof and for the benefit of William Morris Agency, LLC, it is agreed that neither PURCHASER nor PRODUCER/ARTIST will name or join William Morris Agency, or any of its officers, directors, principals, agents, employees and representatives as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either PURCHASER or PRODUCER/ARTIST.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions ~~most favorable to PRODUCER and ARTIST shall control.~~

OF PURCHASER'S ADDENDUM SHALL CONTROL.

P. LIMITATION OF LIABILITY

~~In no event shall PRODUCER and/or ARTIST (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to PURCHASER (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if PRODUCER and/or ARTIST has been advised of the possibility of such damages. Under no circumstances shall the liability of PRODUCER and/or ARTIST (or any of their respective agents, representatives, principals, employees, officers, directors or affiliates) exceed, in the aggregate, an amount equal to the lesser of (i) the amount of reasonably necessary out-of-pocket expenses directly incurred by PURCHASER in connection with the Engagement, or (ii) the amount of the GUARANTEE which ARTIST and/or PRODUCER have actually received in accordance with the terms of this Agreement. PURCHASER agrees that it shall not (and shall cause its affiliates not to) seek indirect, incidental, consequential, special, punitive (or exemplary), or any other similar damages as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement.~~

Q. MISCELLANEOUS PROVISIONS

(1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

(2) This (and any of ~~PRODUCER's~~ riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties.

(3) This Agreement shall be construed in accordance with the laws of the State of ~~New York~~ ^{GEORGIA} applicable to agreements entered into and wholly to be performed therein. ~~Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved in New York County in the State of New York in accordance with the laws of that State; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in New York County in the State of New York and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.~~ ^{GEORGIA} SEE UNIVERSITY ADDENDUM
ITEM #2

(4) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(5) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(6) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make PRODUCER and/or

ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, ~~AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL.~~

(7) The terms "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders.

(8) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic delivery (i.e. PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

SOULJA BOY RIDER

This Rider ("Rider") is attached to and made a part of the contract (the "Contract") between ROCKFORT MANAGEMENT, INC. ("Producer") furnishing the services of SOULJA BOY ("Artist") and ~~the purchaser of said services~~ ("Purchaser") as defined on the face of the Contract in connection with Artist's performance(s) at the venue(s) described therein (the "Venue" or the "Engagement").

Producer and Purchaser hereby agree to the following additional terms and conditions:

1. BILLING / ADVERTISING

a. HEADLINE ACT

Unless otherwise stated to the contrary in the Contract, Artist shall receive one hundred percent (100%) sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over each of the foregoing. No other name or photograph shall (i) appear in equal or larger type with respect to size, thickness, boldness or prominence than the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist. Artist shall also have the right of approval of any and all other acts in the performance, their set times and set lengths.

b. SUPPORT ACT

~~If the Contract calls for Artist to perform as a support act, then Artist shall receive one hundred percent (100%) special guest star billing in any and all press releases, advertisements and other publicity including, but not limited to radio, television, ad mats, tickets, newspapers, programs, fliers, signs, lobby boards and marquees. Producer shall have approval over each of the foregoing. No other name or photograph of any other support act shall (i) appear in equal or larger type with respect to size, thickness, boldness or prominence than the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist.~~

N/A

c. ADVERTISING

Producer shall have approval over all advertising and promotions, including, without limitation, ticket giveaways and radio "presents". If requested by Artist, Purchaser agrees to use all ad mats, radio spots, photographs and other material provided by Artist. Upon sell-out of an Engagement, Purchaser shall promptly stop all advertising in connection therewith.

2. CANCELLATION

Producer shall have the right, in its sole discretion, to cancel the Engagement without liability, by giving Purchaser notice thereof at least thirty (30) days prior to the start of the Engagement.

3. FORCE MAJEURE

SEE UNIVERSITY ADDENDUM ITEM #8

If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. ~~Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall include Artist or any member thereof.~~

4. INCLEMENT WEATHER

Producer's obligations hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the ~~full contract price plus any percentage monies called for in the Contract.~~ REIMBURSEMENT OF REASONABLE EXPENSES INCURRED BY PRODUCER / ARTIST

5. STAGING

Purchaser shall provide and pay for an adequate stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage shall be designed and constructed in order to accommodate Artist's production requirements including those contained in the attached SOULJA BOY Production Rider (if any).

If the Engagement is intended to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Artist and their crew) from inclement weather and dangerous conditions resulting therefrom. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate.

This provision is subject to the terms of the attached SOULJA BOY Production Rider (if any).

6. CREATIVE CONTROL

AND PURCHASER CO-

Producer shall have ~~exclusive~~ control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or videotape played to patrons at any time during the Engagement including prior to performance and during intermission (if any).

7. ANCILLARY RIGHTS

a. RECORDING

~~Purchaser agrees that Artist's performance hereunder, including any part thereof, shall not be broadcast, photographed, recorded, filmed, taped or otherwise reproduced in any form, by any method, for any purpose, without Artist's and Producer's prior written consent. Purchaser shall deny entrance to the Venue to any persons carrying audio, film or video recording devices including, without limitation, patrons, press and Purchaser's staff. In furtherance thereof, Purchaser shall place large signs at all Venue entrances describing this prohibition. SEE UNIVERSITY ADDENDUM ITEM #9~~

~~If Purchaser, its agents, employees or contractors reproduce or cause or allow to be reproduced, Artist's performance (or any part thereof) in film, tape or in any other form, upon demand by Artist, Purchaser shall deliver all of the same (together with any and all masters, negatives and copies thereof) to Producer at Purchaser's sole cost and expense. The foregoing shall be in addition to all other rights and remedies available to Producer and Artist, which are hereby reserved.~~

Notwithstanding the foregoing, Producer shall have the sole and exclusive right to record (audio and/or visual) Artist's performance at no cost to Producer or Artist. ~~Purchaser shall secure, at no cost to Producer or Artist, all approvals, consents and the like required by any third parties in connection therewith including, without limitation, those required by the Venue, and any unions or guilds.~~

b. RIGHT OF PUBLICITY

Except as otherwise agreed in writing, nothing contained herein is intended, nor shall it be construed, to grant Purchaser any rights in connection with the use of the name, voice, likeness, logo or biographical information of Artist or any member thereof.

c. MERCHANDISING

Producer, or its designee, shall have the sole and exclusive right, without obligation to any party, to sell and distribute merchandise of any kind at the Engagement including, without limitation, merchandise containing the name, voice, likeness and logo of Artist and any member thereof (collectively "Artist's Merchandise"). Unless otherwise agreed to in writing, Producer shall retain ~~one hundred percent (100%)~~ of the gross receipts resulting from the sale of Artist's Merchandise. Purchaser shall provide, at its sole cost, well lit, secure, prime locations for merchandising. Producer shall have sole approval over any vendors selling Artist's Merchandise. Purchaser shall, at its sole cost, prohibit the sale or distribution of all unauthorized or so-called "bootleg" merchandise on or adjacent to the Venue. ARTIST SELLS. SEE UNIVERSITY ADDENDUM ITEM #12

80%
20% TO
PURCHASER

d. CONCESSIONS

The sale of food and drinks at the Engagement shall be limited to areas located outside of the performance area and shall not be visible from the stage. If alcoholic beverages are sold or distributed at the Engagement, then Purchaser assumes sole liability for all damage or injury to persons or property in connection therewith. SEE UNIVERSITY ADDENDUM ITEM #13

e. SPONSORSHIP

(i) Purchaser / Venue Sponsors

All forms of sponsorship secured or obtained by Purchaser and/or the Venue relating to the Engagement, whether part of an on-going series or specifically for the Engagement, are subject to the following:

All such sponsorship must be approved by Producer not later than fourteen (14) days prior to the Engagement.

To the extent Producer consents to sponsorship as stated above, the terms of Producer's consent thereto shall be subject, in part, to the following conditions: (i) sponsorship shall not be used directly or indirectly to suggest that Artist, or any member thereof, endorses, uses or otherwise is associated with the products or services of any sponsor(s); (ii) banners or other signage shall not be located within the performance area including any areas on, above, or near the stage; and (iii) Artist shall retain creative approval over same.

The term "sponsorship" as used herein, shall be given the broadest possible definition and shall include, without limitation, all use of or references to the name, logo or likeness (as applicable) of any product, service, business, person or any other entity (apart from the name or logo of Purchaser), whether or not Purchaser receives compensation in connection therewith. The foregoing shall include, without limitation, posters, handbills, newspaper and radio ads, promotional items, tickets and the like.

(ii) Artist Sponsors

SEE UNIVERSITY ADDENDUM ITEM #26

~~Notwithstanding the foregoing, Artist shall have the right to secure sponsorship agreements in connection with the Engagement. Artist shall have the right (at no cost to Producer or Artist) to implement the terms thereof including, without limitation, the right to (i) place banners or other signage within the Venue; (ii) cause said sponsors to be used in any promotions or advertisements relating to the Engagement; and (iii) retain creative approval over the implementation of same.~~

8. LIABILITY

SEE UNIVERSITY ADDENDUM ITEM #20

~~Except as otherwise specifically provided herein, Purchaser assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities and/or damages related to or based upon the presentation or production of the Engagement.~~

9. SETTLEMENT

a. TICKET MANIFEST

~~Purchaser shall deliver to Producer's agent, William Morris Agency, LLC, at least two (2) weeks prior to the Engagement, a plot plan and printer's manifest of the Venue (including a notarized, signed statement from the ticket printer, listing amount of tickets printed at each price); provided that Producer or its agent's failure to request, review or comment on same shall not be deemed a waiver~~ N/A

~~of Purchaser's obligations or Producer's rights herein. (If a computerized system such as Ticketmaster is not used, Purchaser agrees to provide Producer, at the Engagement, with all unsold tickets for Producer to count and verify.) Purchaser shall also deliver to Producer, during the Engagement, all reports, of any kind, available to Purchaser from any ticket agency (e.g., Ticketmaster) which describe seats at the Venue whether or not such seats are available for sale (collectively "Manifests"). These Manifests shall include, without limitation, box seats, corporate seats, luxury seats, standing room seats and subscription seats.~~

N/A

~~Producer shall be compensated for all tickets listed on the Manifests as being sold (at the price stated on the face of the Contract) less (i) approved complimentary tickets (pursuant to this Rider); and (ii) any unsold tickets presented to Producer at the Engagement. In addition, Producer shall be compensated for all seats located in the Venue which are occupied during the Engagement but not listed on the Manifests (including, without limitation, corporate box seats and permitted standing room); such seats shall be deemed sold for not less than the highest price for which the Venue is scaled.~~

N/A

b. TICKETS

~~Producer shall have approval over the sale of tickets including, without limitation, ticket price (including any discounts and premiums), facility fee (if any) and on sale date. Purchaser shall not sell tickets to the Engagement as part of a subscription or other type of series of other concerts, without Producer's written consent. All tickets printed under the Manifests shall be of the one stub, one price variety. No tickets shall be sold for seats located to the rear of the stage where the stage and equipment on stage is obstructing normal eye-level viewing of Artist's performance, unless the location of the seat is clearly indicated on the ticket as "impaired vision" or "behind stage". Purchaser shall be solely responsible for counterfeit tickets and Producer shall be deemed to be paid on said tickets. If Purchaser requests or causes tickets to be "pulled" Purchaser shall be solely responsible for same as if said tickets were purchased, even if Purchaser attempts to return said tickets.~~

N/A

~~If Producer is to receive a percentage of the gross receipts for the Engagement pursuant to the terms hereof, the term "gross receipts" or "gross box office receipts" or similar phrases, shall mean all box office receipts computed on the basis of the full retail ticket price for all tickets sold and in no event less than the full retail ticket price for all persons entering the performance with no deductions of any kind, except only sales tax and discounts as approved by Producer.~~

N/A

c. ACCESS TO BOX OFFICE

~~Producer shall have the right to enter the box office at any time (before, during and after the performance) to examine and make extracts from the box office records of Purchaser relating to the gross receipts of the Engagement. Purchaser shall provide Producer with a written box office statement (certified and signed by Purchaser) within two (2) hours following the Engagement.~~

N/A

d. BREACH

~~If Purchaser sells tickets above the authorized ticket price(s) or otherwise sells tickets above the capacity of the Venue (as stated on the face of the Contract), then Purchaser shall be deemed in~~

N/A

~~material breach of contract. In such event, Producer shall receive one hundred percent (100%) of the additional gross box office receipts resulting therefrom. The foregoing shall be in addition to all other rights and remedies available to Producer and Artist, including those defined in this Rider, which rights and remedies are expressly reserved.~~

e. EXPENSES

~~If expenses are used to calculate the monies payable to Producer, then the following shall apply:~~

~~(i) Producer shall have approval over all expenses. As a condition to Producer granting such approval, Purchaser agrees to only submit actual expenses based on original invoices (not copies). In addition, Purchaser agrees to submit to Producer all original contracts applicable to the Engagement including, without limitation, contracts for the following: hall rent, production, catering, ticket commissions, insurance, advertising and security.~~ N/A

~~(ii) If the expenses submitted by Purchaser exceed the anticipated expenses (agreed to by the parties in writing prior to the Engagement), then the expenses exceeding the anticipated amount shall not be accepted. However, if such expenses are less than the anticipated expenses, then the lesser amount shall be applicable.~~ N/A

~~(iii) Advertising invoices must include original invoices; only not advertising invoices are acceptable (regardless of whether an outside or in-house ad agency is used). No fees will be allowed for public relations or promotions firms. Original tear sheets must accompany all print invoicing.~~ N/A

~~(iv) Without limiting the generality of the foregoing, the following expenses are not acceptable: (aa) any costs related to Purchaser's employees such as payroll, transportation and accommodations; (bb) clean up costs; and (cc) any damages related to the use of alcohol by patrons.~~ N/A

10. COMPLIMENTARY TICKETS

a. PURCHASER COMPS

~~Unless otherwise agreed to in writing, Purchaser shall not distribute more than 1% of the Manifested seating as complimentary tickets for each show. If the Venue contains reserved seating, then said tickets shall be distributed one percent (1%) from reserved and one percent (1%) from general admission (if it exists). Purchaser shall supply Producer with a verifiable statement detailing to whom each complimentary ticket was given. The foregoing is subject to the terms of the attached SOULJA BOY Production Rider (if any).~~ N/A

~~Each of Purchaser's complimentary ticket shall be issued only as a fully punched ticket. Purchaser agrees to supply proper radio, television and newspaper personnel with complimentary tickets from this allotment. If Purchaser distributes any complimentary tickets above the foregoing allotment, or otherwise sells tickets at a discounted price, then Purchaser shall be deemed to have purchased such tickets at the maximum, day of show ticket price (or maximum offered ticket price if there is no day of show price). All complimentary tickets must be stamped "comp ticket."~~ N/A

~~Notwithstanding the foregoing, Producer shall have approval over all so-called ticket "give-a-ways" and ticket "trades" used to advertise the Engagement. If such approval is granted, tickets shall only be distributed on an equal, one-to-one basis in exchange for advertising time. By way of example, if the face value of a ticket is \$20, then this shall apply to \$20 worth of advertising. Purchaser shall provide Producer with original invoices confirming said transactions.~~ N/A

b. ARTIST COMPS

Purchaser shall provide Artist with twenty five (25) complimentary tickets for each performance of the Engagement, located in prime locations. ARTIST TO PROVIDE LIST OF NAMES TO PURCHASER AT LEAST THREE (3) DAYS BEFORE SHOW.

11. BREACH

SEE UNIVERSITY ADDENDUM ITEM #30

Each of the terms and conditions of this Rider and Contract is necessary and essential for Producer's full performance of its obligations hereunder. Accordingly, if Purchaser refuses or neglects to fulfill all of the terms and conditions contained in the Rider or the Contract (including, without limitation, the payment of any monies due and any services and items required hereunder) then Purchaser shall be deemed in material breach of contract. In such event, Producer shall have the right, without waiver of any other rights and/or remedies, all of which are reserved: (i) to refuse to perform this Contract; (ii) to cancel the Engagement; and (iii) to retain any amounts paid to Producer as partial compensation.

If on or before the date of the Engagement, Purchaser has failed, neglected, or refused to perform any contract with any other performer or entity, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory (in Producer's good faith opinion), Producer shall have the right to demand immediate payment of the full contract price specified herein. If Purchaser fails or refuses to make such payment immediately, Purchaser shall be deemed in anticipatory breach of contract. In such event, Producer shall have the right, without further obligation to Purchaser (i) to refuse to perform this Contract; (ii) to cancel the Engagement; (iii) to retain any amounts paid to Producer as partial compensation; and (iv) Purchaser shall remain liable to Producer for the full contract price, including any percentage monies due. The foregoing is in addition to all other rights and/or remedies available to Producer or Artist in law and/or equity.

12. INDEPENDENT CONTRACTOR

The relationship between Producer and Purchaser is that of independent contractors. Accordingly, nothing in this Contract is intended, nor shall it be construed to constitute the parties as a partnership, joint venture, employee/employer relationship, principal/agent relationship or other relationship and neither party shall represent itself to third parties as such. Producer and Artist shall not be liable in whole or in part for any obligation incurred by Purchaser in carrying out its obligations hereunder.

13. INDEMNIFICATION

SEE UNIVERSITY ADDENDUM ITEM #20

~~Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or~~

~~are alleged to be) a direct or indirect consequence of: (i) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.~~

14. TAXES

Purchaser shall pay, at its sole cost, all taxes, fees, dues, levies and the like relating to the Engagement and the sums payable to Producer shall be free of same. The foregoing shall not apply to any Federal or State income taxes imposed by law on Producer or Artist for Engagements performed within the United States (unless otherwise stated on the face of the Contract) but shall apply to all other forms of taxes including, without limitation, any business occupations tax or any value added tax ("VAT").

15. CHOICE OF LAW AND FORUM / ATTORNEYS' FEES

This Rider and Contract shall be deemed made and entered into in the State of ~~New York~~ ^{GEORGIA} and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in ~~New York, New York~~ ^{FULTON COUNTY, GEORGIA} shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. In such event, the prevailing party to such dispute shall have the right to be reimbursed by the other party for its reasonable attorneys' fees.

16. INTERNATIONAL TRAVEL

~~If the Engagement is to be performed outside the continental limits of the United States, Purchaser agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable Artist, entourage and their equipment to enter and leave the country of the Engagement and for Artist and Artist's performers to render their services hereunder. Purchaser shall cause the foregoing to be provided to Producer (or to such location as directed by Producer in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist or Producer in connection therewith, such request shall be in writing and shall be made in a timely manner.~~

N/A

17. INSURANCE

~~SEE UNIVERSITY ADDENDUM ITEM #31
Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering any claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (\$1,000,000) aggregate per occurrence and One Million U.S. Dollars (\$1,000,000) per event, placed with an insurance carrier acceptable to Producer. Said insurance shall be in full force and effect at all times Producer, Artist or any of their respective employees, agents or contractors (or any of their respective equipment) is or are at the Venue. Purchaser shall cause Producer, Artist and each of their respective agents and employees to be listed as additional insureds in connection with the foregoing insurance policies:~~

~~Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all of Purchaser's employees, subject to the requirements of the applicable state or foreign law.~~

~~Purchaser shall provide certificates of insurance evidencing the above policies to Producer, at least fourteen (14) days prior to the start of the Engagement. Producer's failure to request, review or comment on such certificates shall not affect Producer's rights or Purchaser's obligations hereunder.~~

18. SECURITY

Purchaser is solely responsible for providing security in connection with the Engagement. To this end, Purchaser shall provide and pay for adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, Producer, Artist (and each of their respective agents, employees, contractors and equipment) and patrons. The foregoing is in addition to any other security requirements of Producer contained in the attached SOULJA BOY Production Rider (if any).

19. LICENSES / PERMITS

Purchaser shall secure, at its sole cost, all licenses, permits, certificates, leases, authorizations and the like required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement; and (ii) Artist's / Producer's exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. Upon request, Purchaser shall provide Producer with evidence of the foregoing; provided that Producer's failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Producer's rights hereunder.

20. GENERAL REQUIREMENTS / PRODUCTION RIDER

Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached SOULJA BOY Production Rider (if any), Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, dressing rooms, internal ground transportation, sound, lights and backline equipment.

If the Artist Production Rider is attached hereto, then said Artist Production Rider shall be made a part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms and conditions contained therein.

21. ~~ADDITIONAL REPRESENTATIONS AND WARRANTIES~~

~~Purchaser represents and warrants that: (i) it has the right and authority to enter into this Rider and Contract and to fully perform its obligations contained herein; (ii) it has the right to grant the rights granted herein and that Artist's / Producer's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party; (iii) all goods, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational, and will not cause injury or damage to any person or property; and (iv) that all persons provided by Purchaser (including, its agents, employees and contractors) shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrant and represent that they are authorized to execute this Rider and Contract on behalf of the respective parties.~~

22. RETURN OF CONTRACT

Purchaser agrees to sign and return this Rider and Contract to Producer's agent, William Morris Agency, LLC, within ten (10) days from the date of the Contract; otherwise Producer shall have the right to cancel the Engagement upon notice thereof without liability. Producer's failure to exercise its right cancel the Engagement upon the completion of said ten (10) day period shall not be deemed a waiver of Producer's right to cancel the Engagement at any time thereafter.

23. MODIFICATION / ASSIGNMENT / MISC.

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified or waived except by a signed, written agreement of the parties. Nothing in this Rider or Contract shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of Artist or the Engagement. Whenever there is any conflict between any provisions of this Rider and Contract and any law, rule or regulation, said law, rule or regulation shall prevail, and this Rider and Contract shall be modified to the extent necessary to eliminate such conflict. This Rider and Contract may not be assigned without the written agreement of the parties; otherwise, any such attempted assignment shall be deemed null and void.

24. NOTICES / CONSENTS

All notices, consents, approvals, agreements and the like given in connection with this Rider and Contract shall not be effective unless contained in a writing, signed by the party giving same.

25. PARAGRAPH HEADINGS

Paragraph headings are used herein for convenience only and shall not be used to interpret this Rider.

AGREED TO AND ACCEPTED:

PURCHASER

ROCKFORT MANAGEMENT, INC.
f/s/o
SOULJA BOY

By: Thomas H. Burke

DR. THOMAS BURKE
ASSOC VP FOR STUDENT AFFAIRS

By: _____

SOULJA BOY RIDER REQUIREMENTS

FEE

All remaining fees due to ARTIST must be paid to Road Manager upon arrival to ~~Sound Check or hotel in cash only. School/University checks payable prior to performance.~~ IN FULL, BY UNIVERSITY CHECK, IMMEDIATELY FOLLOWING ENGAGEMENT.

SOUND CHECK

A sound check is required prior to performance. ARTIST will be granted a twenty (20) minute sound check at least two hours prior to venue business hours the day of show.

TECHNICAL REQUIREMENTS

PURCHASER/CLIENT shall supply professional lighting and sound equipment including the following items:

Two (2) Pioneer I000's (CDJ compact disc turntables) ON STAGE!!

One (1) Cross Fade Mixer

Four (4) Monitors; 3 on stage, 1 by DJ

Amplifiers

Speakers

Three (3) Cordless Microphones

Professional sound technician at venue to address sound issues and technical problems at all times i.e. delivery of equipment, set-up and breakdown, all wiring and cables for sound. Group also uses Instant Replay.

TRANSPORTATION

~~PURCHASER/CLIENT shall provide one first class roundtrip airline ticket for Deandre Way and five (5) coach roundtrip airline tickets for Abraham Mustafa, Michael Sykes, Terrill Peterson, Bruce Cooper and Justin Rucker. All flights must be approved by ARTIST or artist representative prior to ticketing and confirmation.~~ Ground transportation must be provided via professional car/limousine service for a minimum of pick-ups and drop-offs, sound check and performance. Transportation must be on call at venue. As a safety precaution, driver must not be accompanied by family members or friends.

INCLUDED IN
ARTIST FEE

HOTEL

~~PURCHASER/CLIENT shall provide ARTIST lodging consisting of one (1) suite and four (4) kings. Hotel must have at least a four (4) star rating.~~ INCLUDED IN ARTIST FEE

SECURITY

PURCHASER/CLIENT shall provide adequate security at all times during event with special attention during ARTIST performance.

DRESSING ROOM REQUIREMENTS

Two (2) cases of cold bottled water; one on stage, one at VIP table

Sprite (12) pack

Hi C Fruit Punch

One (1) Tray Hot and Mild Wings (food must be hot)

One (1) Fruit Tray

Six pack cold Gatorade

Four clean hand towels



The University of Georgia

Student Affairs
Office of Student Activities and Organizations

The University of Georgia Addendum

This addendum is hereby made a part of and incorporated into the contract dated March 13, 2009, between the Board of Regents of the University System of Georgia, by and on behalf of **The University of Georgia University Union Committee for Black Cultural Programming Division** ("PURCHASER"), and **S.O.D. Money Gang Entertainment, Inc** ("PRODUCER"), providing the services **Soulja Boy** ("ARTIST"). Said contract, together with all riders and addenda attached thereto, shall hereinafter be referred to as the "Contract." All obligations hereunder of the Board of Regents of the University System of Georgia shall be performed by **The University of Georgia University Union Committee for Black Cultural Programming Division**.

1. **EQUIPMENT:** The engagement of ARTIST is a completely self-contained program and will not require that supplemental musicians, equipment, musical instruments or other services be provided by or at the expense of PURCHASER unless otherwise specified in this Contract. Any musicians, equipment or musical instruments which PURCHASER does provide will remain under the complete supervision, direction and control of PURCHASER. PURCHASER is not responsible for any musicians, equipment, musical instruments, or other services not specifically included in this Contract. If ARTIST do not use the items or services included in the Contract, PURCHASER will be reimbursed for all costs of providing said items or services.
2. **STATE LAWS:** Whereas PURCHASER is a state agency and is legally responsible to the State of Georgia, the validity, construction, and effect of this Contract shall be governed by the laws of the State of Georgia.
3. **STATEMENT OF GOVERNANCE:** It is expressly agreed that the terms of each and every provision of this addendum shall prevail and control over the terms of any conflicting or inconsistent provisions in the Contract.
4. **PURCHASER'S SIGNATURE:** PURCHASER's representative, in signing the Contract, warrants that he signs only as a properly authorized representative of PURCHASER and does not assume any personal liability thereby.
5. **INDEPENDENT CONTRACTOR:** It is mutually agreed and understood that PRODUCER, ARTIST and their representatives are independent contractors and are not employees of PURCHASER.
6. **CONTRACT AUTHORITY:** PRODUCER warrants that it has full and current legal authority to act and contract on behalf of ARTIST. PRODUCER warrants that it is authorized by ARTIST to execute this Contract.
7. **LIMITATION OF TERMS:** This Contract contains the complete understanding of the parties and cannot be amended, supplemented, modified or rescinded except by a writing signed by all parties to the Contract.

8. **FORCE MAJEURE:** The parties' obligation to perform the Contract shall be excused, and the Contract shall be deemed rescinded, if ARTIST's engagement is rendered impossible or infeasible as a result of illness, death or injury to ARTIST; accident; fire; riot or other manifestation of civil disorder; an act, rule or regulation of any public authority or court; an act of God; or any other event beyond the reasonable control of either party which would preclude the performance.
9. **REPRODUCTION OF PERFORMANCE:** PURCHASER agrees to prevent, to the best of its ability, the filming, broadcasting, recording or reproduction by radio, television, or any other device of PRODUCER's engagement without written permission of ARTIST. PURCHASER shall, however, retain the right to photograph said performance for inclusion in publications of The University of Georgia and its students.
10. **INABILITY TO PERFORM:** If ARTIST arrive prior to the scheduled performance under the influence of intoxicating beverages, narcotics or drugs, and, as a result thereof, in the opinion of PURCHASER, ARTIST cannot render said performance within the reasonable expectations of PURCHASER, then PURCHASER shall consider this as a breach of contract.
11. **DEPOSITS:** Whereas PURCHASER is an agency of the State of Georgia, PURCHASER is not permitted to make any advance payments or deposits, prior to the completion of services contracted for herein.
12. **MERCHANDISE SALES:** Upon the written permission of PURCHASER, ARTIST has the right to sell merchandise prior to, during, and after the performance. Should ARTIST choose to sell merchandise, before any sales are conducted ARTIST and PURCHASER are required to execute The University of Georgia Merchandising Agreement, which shall be incorporated into this Contract. All sales are subject to a house percentage to be negotiated by PURCHASER and collected at the conclusion of sales in the form of U.S. currency. The house percentage for this performance has been set at 20% of all gross sales (less taxes).
13. **CONCESSIONS:** PURCHASER has the right and authority to sell concessions (food items) and to retain all profits from the sale of said concessions.
14. **TRANSPORTATION & LODGING:** All transportation and lodging shall be the sole responsibility of PRODUCER and/or ARTIST unless otherwise specified in the Contract. If PURCHASER, at any time, provides local transportation and/or lodging for ARTIST and/or ARTIST' entourage, ARTIST and/or ARTIST' entourage hereby release and forever discharge PURCHASER of and from any and all claims, demands, actions, damages, liability, costs and expenses (including attorney's fees) of whatsoever nature had or incurred by ARTIST and/or ARTIST' entourage as a result of PURCHASER's provision of transportation and/or lodging hereunder. ARTIST and/or ARTIST' entourage will indemnify and hold PURCHASER harmless for any liability incurred as a result of PURCHASER's provision of transportation and/or lodging hereunder.
15. **JURISDICTION AND VENUE:** In the event that any litigation or other legal proceedings shall arise under or in connection with this Contract, such litigation or other legal proceeding shall be conducted in the Superior Courts located within Fulton County, Georgia. Furthermore, PRODUCER and ARTIST consent to jurisdiction and venue in any Superior Court in Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

16. **DELAY OF PERFORMANCE:** PURCHASER reserves the right to prorate and/or adjust the cost of the services contracted for herein, or to declare the Contract to be null and void, if the commencement of ARTIST's engagement is unduly delayed due to the fault of ARTIST and/or any of their PRODUCERS and/or representatives.
17. **TECHNICAL RIDER:** At this time, we are aware of a technical rider that will be a part of this Contract. If technical requirements are presented by or on behalf of ARTIST subsequent to execution of the Contract, PURCHASER reserves the right to renegotiate the terms of the Contract or, if unreasonable changes are required, to cancel the Contract.
18. **STATEMENT OF NON-DISCRIMINATION:** The parties mutually agree that in the performance of the Contract they will not discriminate or permit discrimination against any person or group of persons on the basis of gender, handicap, race, color, religion, sexual orientation or national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia.
19. **BREACH OF CONTRACT:** If PRODUCER and/or ARTIST breach this Contract for any reason other than a force majeure occurrence (see item number 8 above), ARTIST' engagement shall be placed in jeopardy and subject to cancellation by PURCHASER, in which event PRODUCER and ARTIST shall be jointly and severally liable for all out-of-pocket expenses and expenses related to cancellation of the engagement incurred by PURCHASER and shall pay these expenses to PURCHASER in full within thirty (30) days of said breach.
20. **INDEMNIFICATION OF PURCHASER:** PRODUCER and ARTIST agree to release, hold harmless, and indemnify the Board of Regents of the University System of Georgia and its PRODUCERS and representatives from any and all lawsuits, claims, demands, actions, damages, liability, costs and expenses of any kind arising out of the subject matter of the Contract to the extent such lawsuits, claims, demands, actions, damages, liability, costs and expenses do not arise as a result of PURCHASER's sole negligence.
21. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:** It is understood and agreed that nothing contained in the Contract or any related contract shall require PURCHASER to violate any regulations of The University of Georgia or any laws of the United States or the State of Georgia.
22. **PURCHASER IMMUNITY FROM LIABILITY:** PURCHASER is a state agency and, therefore, is not authorized to waive sovereign immunity and may not agree to indemnify or hold harmless another party. The only liability which PURCHASER may incur is that provided for by Georgia law.
23. **CONTRIBUTIONS AND DISSEMINATION OF LITERATURE:** It is understood and agreed that funds or contributions will not be solicited by or on behalf of ARTIST during the time period covered by the Contract and that no literature of any kind will be distributed by or on behalf of ARTIST without prior written permission from PURCHASER.
24. **OTHER ACTIVITIES:** It is understood and agreed that ARTIST will obtain PURCHASER's approval prior to participating in any presentations, activities or meetings with organizations or groups other than those described herein during the time period covered by the Contract.
25. **NOTIFICATION OF METHOD AND TIME OF ARRIVAL:** PRODUCER agrees to provide the Program Advisor, **Elizabeth Hansen** [telephone: (706) 542-6396], with exact information regarding method and time of arrival of ARTIST in Athens, Georgia, a minimum of ten (10) days prior to the starting date of this engagement.
26. **ADDITIONAL PURCHASERS/UNDERWRITERS:** Before entering into this agreement,

PRODUCER must notify PURCHASER of any and all "sponsors", "underwriters," or other third parties who are receiving promotional consideration from ARTIST. PURCHASER reserves the right to limit any promotional/PURCHASER activities which do not meet the requirements of artistic and/or technical quality or contribute to the goals and/or mission of The University of Georgia, its Department of Student Activities and/or the Board of Regents of the University System of Georgia. PURCHASER will not accept sponsorship from an alcohol-related product. In cases where an acceptable PURCHASER is found, the PURCHASER will be acknowledged in all publicity related to the Contract. In all printed matter, The University of Georgia's name and/or logos shall be larger and more prominent than the names and/or logos of additional sponsors or underwriters. In all other forms of publicity, The University of Georgia shall be the primary PURCHASER.

27. **NON-ASSIGNABILITY:** No party shall transfer any interest in the Contract, whether by assignment or delegation, without the written consent of the other party.
28. **SEVERABILITY:** The invalidity, in whole or in part, of any provision of the Contract does not affect the validity of the remainder of the Contract.
29. **PURCHASER'S FINANCIAL CREDIT:** If before the date of the engagement PRODUCER has reasonable cause to believe that the financial credit of PURCHASER has been impaired, PRODUCER shall have the right to require payment prior to the completion of the performance.
30. **PURCHASER'S NON-COMPLIANCE WITH CONTRACT:** In the event PURCHASER fails or refuses to comply with any of the material provisions of this Contract, including any incorporated riders or addenda, such as to render ARTIST's performance impossible, infeasible, or ineffective, ARTIST shall have the right to refuse to perform this Contract. PURCHASER's liability shall be governed by the laws of the State of Georgia.
31. **INSURANCE:** PURCHASER is self-insured through the State of Georgia Department of Administrative Services self-insurance program, which provides worker's compensation, employee liability and tort claims coverage.

CHECK REQUIREMENTS: The following must be completed prior to issuing checks:

Name to appear on check: **S.O.D. Money Gang Entertainment, Inc.**

Amount: **\$28,000.00**

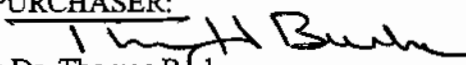
Payee's Federal I.D. or Social Security Number: **26-1842180**

Address: **P.O. Box 42346**

City/State/Zip Code: **Atlanta, GA 30311-0346**

Phone Number(s):

AGREED TO AND ACCEPTED
FOR PURCHASER:

By: 
Name: **Dr. Thomas Burke**
Title: **Assoc. Vice President for Student Affairs**
Date: **3/23/09**

AGREED TO AND ACCEPTED
FOR PRODUCER:

By:
Name:
Title:
Date: