

LIMITED PARTNERSHIP AGREEMENT

This limited Partnership Agreement is made this 9 day of November, 1981, Between ALLAN COFFMAN and BARBARA COFFMAN hereinafter called GENERAL PARTNERS, and NIKKI SIXX, ROBERT DEAL (AKA MICK MARS), TOMMY BASS, VINCE WHARTON, hereinafter called LIMITED PARTNERS.

The parties hereto desire to form a Limited Partnership for the purpose of operating a recording and Record Company upon the following condition.

1. Name and Business.

The partnership shall conduct a business as a recording Record Company. Said business shall consist of, but not limited to, the producing and recording of musical artists for the purpose of distributing, selling, merchandizing, promoting, advertising said artists and recordings to the general public or any other interested source. Said products may take the form of cassette tapes, phonograph records, or other forms deemed profitable or necessary. The name of said Recording Company shall be Leathur Records or any other name deemed reasonable by the GENERAL PARTNERS.

2. Location.

The principal office of the business shall be located at 156 Mill Street, Grass Valley, California, or at such other places as the GENERAL PARTNERS shall determine from time to time.

3. Term.

The partnership shall commence upon date of execution of this

agreement and shall continue for a term of one year, unless terminated pursuant to the provisions of this agreement. The term of the partnership may be extended by mutual agreement of the parties.

4. Capital Contributions.

The GENERAL PARTNERS shall contribute to the partnership necessary capital for day to day operation and the amount necessary to exploit, produce, promote, record, and press products of Leathür Records as represented by Leathür Records first long play album featuring the musical group MÖTLEY CRÜE.

5. Additional Capital Contributions.

The GENERAL PARTNERS may make additional capital contributions as they deem necessary. LIMITED PARTNERS shall not be required to make any capital contributions.

6. Artistic Contributions.

LIMITED PARTNERS as individuals, and as the musical group known as MÖTLEY CRÜE, or any subsequent name, shall contribute their knowledge and artistic talents as musicians, composers, arrangers, publishers, producers, or directors to Leathür Records. LIMITED PARTNERS shall record at least one eight-song album within the next twelve (12) months. LIMITED PARTNERS agree that no other recording agreement shall be entered into without written approval of the GENERAL PARTNERS. The above recording plus all demo tapes, master tapes, products thereof, and all reproductions shall be the sole property of Leathür Records.

7. Net Profits and Losses.

GENERAL PARTNERS shall be entitled to 60% (Sixty percent) of all net profits of Leathür Records. Each LIMITED PARTNER shall be entitled to 10% (ten percent) each, of net profits of Leathür Records.

Net profits shall mean that portion of income which is left

after deducting for, but not limited to, phone, office help, utilities, employees, royalties, travel expenses, meals, lodging, transportation, producing fees, engineering costs, studio costs, and all other expenses incurred by Leathür Records in the course of normal business.

9. Books

The GENERAL PARTNERS shall maintain full and accurate books at it's principal office and all partners shall have a right to inspect said books at a reasonable time. Said books shall be closed and balanced at the end of each calendar year.

10. Management, Duties, Powers.

The GENERAL PARTNERS shall devote the time necessary to conduct said business. The GENERAL PARTNERS shall have all power granted by law, including full authority to deal in any partnership assets, execute any and all types of agreements, including options, promissory notes, producing and engineering agreements, and shall have full authority to borrow money and to execute any documents in connection therewith. GENERAL PARTNERS shall have the right to hire and fire, set commissions and salaries for personnel, for the conduct of business. GENERAL PARTNERS shall have the right to enter into any contract necessary to sell at wholesale or retail the products of Leathür Records. The GENERAL PARTNERS shall have the sole authority on business decisions for Leathür Records. GENERAL PARTNERS shall have full authority to sell any product or recording or master tape in whole or part to any other Record Company, distributor, and proceeds shall be disbursed as provided for in this agreement.

11. Duties and Obligations of LIMITED PARTNERS.

Except as otherwise provided herein, the LIMITED PARTNERS shall not participate in the management of the Partnership business. LIMITED PARTNERS shall, however, provide consultation, advice, and

guidance with respect to artistic matters.

12. Bank Accounts.

A general checking account shall be maintained by the Partnership in such banks as GENERAL PARTNERS shall determine from time to time.

13. Termination of Partnership.

The partnership shall be terminated on any of the following events:

- a.) Bankruptcy or insolvency of the GENERAL PARTNERS.
- b.) Upon 30 (thirty) days written notice of the GENERAL PARTNERS.

Upon termination of the partnership the assets shall be distributed first to pay debts of the partnership and the balance as follows:

- a.) The Leathur Records and it's use thereof to the GENERAL PARTNERS.
- b.) Capital assets, 60% (sixty percent) to the GENERAL PARTNERS and 10% (ten percent) each to the LIMITED PARTNERS.

14. Recording Agreement.

LIMITED PARTNERS agree to record at GENERAL PARTNERS designation a minimum of one eight-song long play album under the name of MÖTLEY CRÜE or any other name chosen by GENERAL PARTNERS.

15. Distribution of Royalties.

The musical group known as MÖTLEY CRÜE, of which each LIMITED PARTNER is a member, is entitled to a recording royalty of 15% (fifteen percent) of the wholesale price of each ^{Mötley Crüe} recording sold. This royalty is in addition to the LIMITED PARTNERS interest in Leathur Records.

16. Royalties on Song Writing and Arranging.

The musical group known as MÖTLEY CRÜE, of which the LIMITED PARTNERS are members, is entitled to .03¢ (three cents) per song recorded and sold as song writing royalties. ^{For songs recorded by Mötley Crüe} It is agreed that this song writing

royalty is to be divided equally between all LIMITED PARTNERS. It is agreed that since all LIMITED PARTNERS may have had input into each song that equal participation in writing royalties is fair and just. Any LIMITED PARTNER who is terminated as a member of the musical group MÖTLEY CRÜE will no longer participate in the song writing royalty unless that member was the writer of one or more songs recorded on MÖTLEY CRÜE's first album with Leathür Records. If a terminated member is the writer of one or more songs recorded, that LIMITED PARTNER would be entitled to all the songwriter's royalties from the time of termination from MÖTLEY CRÜE. This agreement does not cover publishing rights, said rights shall remain with and be dealt with by each individual writer.

18. Commissions.

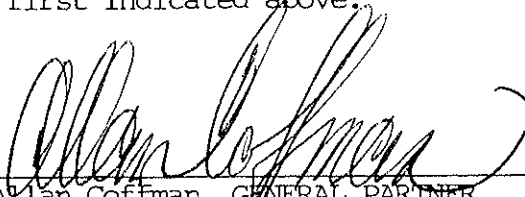
It is understood that the GENERAL PARTNERS are also the Personal Managers of the musical group known as MÖTLEY CRÜE and the members thereof. Said GENERAL PARTNERS agree that they shall take no management commission on income paid MÖTLEY CRÜE as a group or paid to LIMITED PARTNERS as members of that group, when payment to LIMITED PARTNERS is made under this agreement by Leathür Records. That is to say any income derived from Leathür Records and paid to LIMITED PARTNERS as members of MÖTLEY CRÜE shall be exempt from management fees collected by Coffman and Coffman Productions. However, all incomes paid to LIMITED PARTNERS as members of MÖTLEY CRÜE shall be paid to Coffman and Coffman Productions and handled in a manner prescribed in that management agreement.

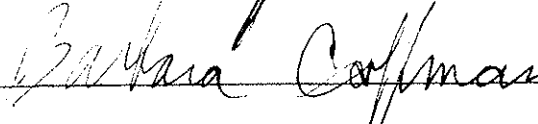
19. This agreemnt shall be construed in accordance with the laws of the State of California governing contracts wholly executed and performed therein, and shall be binding upon and inure to the benefit of the parties respective heirs, executors, administrators, and successors.

20. In the event any provision hereof shall be for any reason illegal or unenforceable, the same shall not affect the validity or enforceability of the remaining provisions hereof.

21. All parties acknowledge that this agreement is executed as an arms-length transaction and that all parties are free to use independent legal counsel to advise them with respect to their rights and obligations under this agreement.


IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first indicated above.

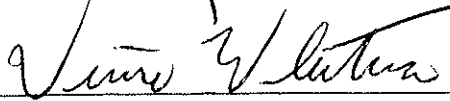

Allan Coffman, GENERAL PARTNER


Barbara Coffman, GENERAL PARTNER


Nikki Sixx, LIMITED PARTNER


Robert Deal aka Mick Mars, LIMITED PARTNER


Tommy Bass, LIMITED PARTNER


Vince Wharton, LIMITED PARTNER