

ELEKTRA/ASYLUM RECORDS  
A Division of Warner Communications Inc.  
962 North La Cienega Boulevard  
Los Angeles, California 90069

May 20, 1982

Messrs. Nikki Sixx,  
Robert Deal aka Mick Mars,  
Vince Neil Wharton and  
Tommy Lee Bass p/k/a  
"Motley Crue"  
Coffman & Coffman Productions  
P. O. Box 588  
Grass Valley, CA 95945

Gentlemen:

You and we desire to enter into a recording agreement regarding your exclusive recording services for us. In order to expedite matters, you and we have agreed to execute this deal memorandum, which sets forth the basic terms of your and our agreement, as follows:

1. Commitment: You shall record for us 1 LP, plus, we shall have 6 additional options, each to request you to record for us 1 LP. In addition, we are entering into an agreement with Greenworld whereby we are buying the long-playing record recorded by you for them titled "Too Fast For Love" ("Prior LP").

2. Territory of this agreement is the world.

3. Royalties shall be as follows: All royalties listed below are inclusive of producer's royalties and are based on the suggested list price of records sold and on 100% of net sales, and refer to full-priced normal retail records.

U.S. LPs (on an LP-by-LP basis)

LPs 1 & 2:	12%	0 - 500,000 units
	13%	500,001 - 1,000,000
	14%	over 1,000,000

LPs 3 & 4: 13%/14%/15% at the same sales-unit escalations as for LPs 1 & 2.

LPs 5, 6 & 7: 14%/15%/16% at the same sales-unit escalations as for LPs 1 & 2.

Sales escalations are based on net sales of records through normal retail channels.

U.S. Singles

LPs 1 & 2: 11%

LPs 3 - 7: 12%

Foreign LPs and Singles

United Kingdom, Canada, Australia, Germany and Japan: 3/4 of the applicable base rate (excluding sales escalations)

France and Holland: 2/3 of the applicable base rate (excluding sales escalations)

Rest of world: 1/2 of the applicable base rate (excluding sales escalations)

For all sales and exploitations royalties shall be paid and comuted in accordance with our customary provisions contained in our exclusive recording agreements. You and we agree to negotiate in good faith regarding such provisions.

4. Financial Commitment:

(a) We shall pay to Greenworld \$25,000 for purchase of the Prior LP. This sum shall constitute an advance recoupable from any and all royalties payable to you hereunder.

(b) We shall pay to you an advance recoupable from any and all royalties to you hereunder of \$75,000. Of this sum, we shall pay to Coffman & Coffman Productions \$28,500 upon the execution of this deal memo and \$30,000 upon the execution of the full agreement. In addition, we shall pay \$15,000 directly to Greenworld upon execution of this agreement and our agreement with Greenworld. We shall also pay \$1,500 to Evanne Levin, Esq. upon execution hereof.

(c) We shall allocate recording funds for the LPs as follows:

LP #1:	\$75,000
2:	75,000
3:	90,000
4:	110,000
5:	135,000
6:	165,000
7:	200,000

Each recording fund contains an allocation of \$10,000 for a producer's advance. In the event we approve a producer's advance of greater than \$10,000 we shall pay such excess to such producer, provided that such producer's advance shall not exceed a total of \$25,000.

We shall pay recording costs in connection with the recording. We shall pay to you the difference, if any, between the fund amount and the recording costs paid or incurred by us. All such sums (recording costs and any differential sums) shall constitute advances recoupable by us from any and all royalties payable by us to you hereunder.

5. "Controlled Compositions" (as such term is customarily defined in our exclusive recording agreements): Each song shall be licensed to us at a rate equal to 3/4 of the minimum statutory rate payable under the U.S. Copyright Act for the compulsory license of a musical work as of the date such song is initially delivered to us hereunder; provided, however, with respect to LPs #4 - 7, if any such particular LP sells over 500,000 U.S. net sales through normal retail channels, then the rate in respect of all Controlled Compositions on such LP shall be the minimum statutory rate payable as of the date such song is initially delivered to us solely with respect to U.S. net sales of such LP in excess of 500,000 units ("Escalated Units"). The maximum per LP mechanical rate payable by us shall be 7.5 times such aforesaid minimum (except with respect to Escalated Units, the maximum shall be 10 times such aforesaid minimum) and per single shall be 2 times such minimum rate.

6. The producer of each LP is to be mutually approved by you and us.

7. You and we agree to promptly negotiate a more formal agreement, which agreement shall contain our customary provisions contained in our exclusive recording agreements, but pending the execution of such more formal agreement, the terms and provisions customarily included in our exclusive recording agreements are hereby incorporated as if they were

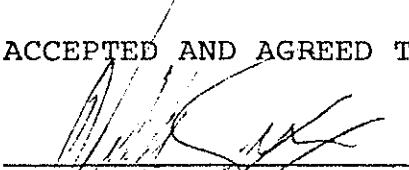
set forth herein in full, and this memorandum agreement between you and us shall be a binding agreement and shall remain in full force and effect.


If the foregoing correctly reflects your understanding and agreement with us, please so indicate by signing below.

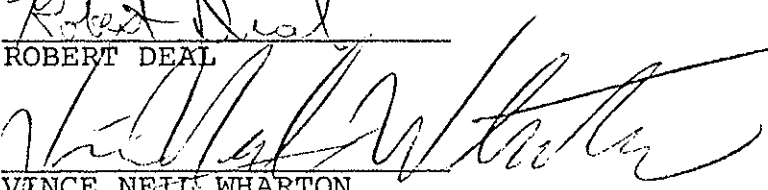
Very truly yours,

ELEKTRA/ASYLUM RECORDS  
A Division of Warner  
Communications Inc.

ACCEPTED AND AGREED TO:

  
\_\_\_\_\_  
NIKKI SIXX

  
\_\_\_\_\_  
ROBERT DEAL

  
\_\_\_\_\_  
VINCE NEIL WHARTON

  
\_\_\_\_\_  
TOMMY LEE BASS

p/k/a Motley Crue

By   
\_\_\_\_\_