

AGREEMENT, dated as of July 15, 2001, among the following parties:

A. Sony Music, A Group of Sony Music Entertainment Inc., having its offices at 550 Madison Avenue, New York, New York 10022 ("Sony Music"); and Entirely New Ventures, Inc., a California corporation, having its offices at 10202 West Washington Boulevard, Culver City, California 90232 ("ENVI") (individually or collectively, as applicable, the "Sony Venturer");

B. MJJ Ventures, Inc., a California corporation, c/o Ziffren, Brittenham, Branca & Fischer LLP, 1801 Century Park West, Los Angeles, California 90067-7068, Attention: John Branca, Esq. ("MJV"); and

C. MJJ Productions Inc., a California corporation, c/o Ziffren, Brittenham, Branca & Fischer LLP, 1801 Century Park West, Los Angeles, California 90067-7068, Attention: John Branca, Esq. ("MJJP"; Michael Jackson, MJJP and MJV are occasionally referred to herein, collectively, as "you").

Reference is made to the agreement among the parties hereto dated as of July 15, 2000. [SMU 00-343A.5(1)] (the "Prior Modification"). Upon the full execution of this agreement, this agreement shall supersede the Prior Modification.

WHEREAS, MJJP and Sony Music entered into an agreement dated as of December 31, 1990, relating to the services of Michael Jackson [CRU 90-490.10(1)] (as such agreement may have been amended, modified or supplemented, the "1990 Recording Agreement") and MJJP and Sony Music entered into an agreement dated as of July 15, 2001, relating to the services of Michael Jackson [SMU 01-245A.1(1)] (as such agreement may be amended, modified or supplemented, the "2001 Recording Agreement");

WHEREAS, Sony Software Corporation and the Sony Venturer, on the one side, and MJV on the other side, entered into an agreement dated as of January 1, 1991 [CRU 90-481.7(1)] (as such agreement may have been amended, modified or supplemented, the "Joint Venture Agreement"), relating to a certain joint venture (the "Original MJJ Venture");

WHEREAS, pursuant to the terms of the Joint Venture Agreement, Sony Music has assigned all its rights under the 1990 Recording Agreement to the Jackson Recordings Division, a division of the Original MJJ Venture;

WHEREAS, all of the rights and obligations of Sony Software Corporation under the Joint Venture Agreement were assigned to, and assumed by, Sony Music pursuant to that Assignment, Assumption and Modification Agreement dated as of April 1, 1997 [SMU 97-269.7(1)] between Sony Software Corporation and the Sony Venturer, on the one side, and MJV on the other side;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties to this agreement agree as follows:

1. Foreign Royalty. Effective upon the release of the Studio Album (as such term is defined in the 2001 Recording Agreement) and any album released hereafter which is a reissued version of any previously released album acquired or controlled by the Jackson Recordings Division (including, for the avoidance of doubt, the "Off The Wall" Album), and effective January 1, 2002 with respect to all other audio-only phonograph records derived from master recordings acquired or controlled by the Jackson Recordings Division (including, for the avoidance of doubt, the "Off The Wall" Album), subparagraph 7.02(c) of the Joint Venture Agreement shall be deemed modified by deleting the figure "twenty-three percent (23%)" contained therein and substituting the figure "twenty-five percent (25%)" therefor.

2. Definition of Recording Agreement. Commencing as of the date hereof, paragraph 10.10 of the Joint Venture Agreement shall be deleted in its entirety and shall be replaced with the following:

"Jackson Recording Agreement" - collectively, the agreement between MJJ Productions and Sony Music dated the same date as this agreement and relating to the services of Jackson as a recording artist [CRU 90-490.10(1) and the agreement between MJJ Productions and Sony Music dated July 15, 2001 relating to the services of Jackson as a recording artist [SMU 01-245.8(1)].

3. Audit Settlement. You hereby acknowledge that Sony Music has credited \$3,000,000 to MJJP's royalty account. In consideration therefore, all controversies with respect to royalty accountings rendered by Sony Music, the Sony Venturer or the Original MJJ Venture to you pursuant to the Recording Agreement or the Joint Venture Agreement, for all periods through December 31, 1999, are hereby finally compromised and settled, and those accountings will be deemed conclusively accepted by and binding upon you. You hereby withdraw and waive all objections which you have asserted or might have asserted with respect to those accountings, and Sony Music, the Sony Venturer and the Original MJJ Venture are hereby deemed to have fulfilled all obligations regarding royalties or other payments due you in respect of those periods, under any agreement between you and Sony Music, the Sony Venturer and/or the Original MJJ Venture or otherwise. For the avoidance of doubt, Sony Music acknowledges that you are not withdrawing, waiving, compromising or settling any objections or claims (a) by third party producers or other third parties who have a direct contractual audit right against Sony Music, or (b) in connection with the payment of mechanical royalties.

4. Sony Electronics Equipment. Sony Music hereby agrees that you have returned to Sony Electronics Inc. the equipment listed on the End User Sales Agreement dated as of August 20, 1995 (Agreement No: 002003994) between MJJP and Sony Business and Professional Products Group, Sony Electronics Inc. Accordingly, Sony Music has credited \$300,000 to MJJP's royalty account.

5. Miscellaneous. Except as expressly modified herein, the terms and conditions of the Joint Venture Agreement are hereby ratified and confirmed and shall

continue in full force and effect. This agreement constitutes the entire understanding between you and us with respect to its subject matter and cannot be changed orally. This agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York.

ACCEPTED AND AGREED TO:

SONY MUSIC, A Group of  
Sony Music Entertainment Inc.,  
individually and on behalf of the Venture

By: \_\_\_\_\_  
An Authorized Signatory *AR*

ENTIRELY NEW VENTURES, INC.,  
individually and on behalf of the Venture

By: \_\_\_\_\_  
An Authorized Signatory *AR*

MJJ VENTURES, INC.,  
individually and on behalf of the Venture

By: \_\_\_\_\_  
An Authorized Signatory

MJJ PRODUCTIONS INC.

By: \_\_\_\_\_  
An Authorized Signatory