

ASAP WORLDWIDE, LLC
(hereinafter "we," "us" and/or "our")
c/o Davis Shapiro Lewit Grabel Leven Granderson & Blake, LLP
150 S. Rodeo Drive, Suite 200
Beverly Hills, CA 90212
Attn: Damien Granderson, Esq.

As of August 1, 2017

19/20 Music, LLC ("you" and/or "your")
f/s/o Marcus Slade p/k/a "Slade Da Monsta" ("Producer")
c/o B. Lawrence Watkins & Associates, P.C.
325 Edgewood Avenue, SE, Suite 200
Atlanta, Georgia 30312

Gentlepersons:

This letter will constitute our agreement regarding you furnishing the personal services of Producer to produce one (1) master recording (the "Master") of the musical composition tentatively titled "Bahamas" (the "Composition"), embodying the recorded performances of the artists professionally known as "A\$AP Mob" ("Artist"), for possible inclusion on the album/mixtape tentatively titled "Cozy Tapes: Vol. 2" (the "Album") delivered by us to RCA Records, a division of Sony Music Entertainment ("Company") for the manufacture and distribution of records and other uses of the Masters pursuant to the agreement between us and Company (the "Recording Agreement"). All references to "Masters" hereunder shall be read and deemed to refer to one (1) Master. All references to "Compositions" hereunder shall be read and deemed to refer to the one (1) Composition. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Recording Agreement.

1. Services:

(a) You will cause Producer to: (i) record, produce, perform on (if applicable), arrange and Deliver the Masters pursuant to a production schedule designated by you and us (and subject to Company's approval) (Producer's services hereunder are non-exclusive, but are on a first priority basis. If Producer performs vocally, instrumentally, or in any other way (the "Producer Side Artist Services"), this agreement shall be automatically deemed to cover the Producer Side Artist Services and Producer hereby acknowledges that Producer will not be entitled to any additional compensation for such Producer Side Artist Services); (ii) perform all other services in connection with the Masters as are customarily performed by producers in the recording industry, including, without limitation, engaging musicians, vocalists, conductors, contractors, arrangers and copyists, and arranging for the use of studios and other necessary technical facilities and personnel; (iii) Deliver to Company and us, on a date to be designated by Company and us, each Master as a fully leadered stereophonic master recording commercially and technically satisfactory to both Company and us for the manufacture and sale of records. Prior to initial acceptance of the Masters by Company and us, and upon our and Company's request, you shall cause Producer to re-record, re-mix and/or re-edit each Master (as applicable) until the Master is commercially and technically satisfactory (in our and Company's sole discretion) and has been delivered to Company and us. Upon our reasonable request, you shall cause Producer to deliver to us and Company specialty versions of each Master (including, without limitation, radio edits, tv edits, instrumental versions, single edits). All session tapes and any derivatives, duplicates, stems, reproductions and rough mixes shall also be delivered to us; (iv) deliver to us all necessary licenses, approvals, consents and permissions (other than in connection with so-called featured side artists furnished solely by us) relating to the services of Producer and any third parties selected, furnished, engaged and/or utilized by you or Producer or on behalf of you and/or Producer to render services in connection with the Masters and/or the musical compositions embodied therein (each, a "Producer Employee"); (v) deliver to us "rough mixes" of the Masters for our approval prior to going into "final mixing"; (vi) Maintain and submit job sheets and deliver to Company within ninety-six (96) hours after each recording session hereunder, properly completed session reports, and all other documents, information and other materials (including but not limited to Form B's and W-4s and similar withholding forms) required by Company in order to make payment when due of union scale compensation, or in order to effect timely compliance with any other obligations under any applicable agreement with any union or labor organization in connection with the Masters. You shall pay or reimburse Company and/or us, upon demand, for any penalties, fines, late charges or other documented costs incurred solely by reason of your failure to properly and timely comply with the foregoing; and any and all such sums paid by Company and/or us and not promptly reimbursed by you may, at Company's and/or our option (and without limiting either Company's and/or our rights and remedies), be applied by Company and/or us in reduction of any royalties or other sums, if any, payable to you under this agreement; (vii) Comply with the Immigration Reform and Control Act 1986 ("IRCA") and all other statutes, rules and regulations of the United States and any applicable state jurisdiction regarding the performances of services by non-citizens of the United States ("Non-Citizens") including, without limitation, the following procedures: (A) Prior to acceptance of the Masters by Company and us and before any Producer Employee renders services in connection with the recording of the Masters hereunder (including, without limitation, each background and/or foreground instrumentalist, background and/or foreground vocalists, producer, engineer, mixer and remixer): (I) You will require and cause each such person to complete and sign the EMPLOYEE INFORMATION AND VERIFICATION ("Employee Section") of a United States Immigration and Naturalization Service Employment Eligibility Certificate ("Form I-9"); (II) You will complete and sign

the EMPLOYER REVIEW AND VERIFICATION ("Employer Section") of each such Form I-9; and (III) You will attach full and complete copies of the documents examined establishing identity and employment eligibility in accordance with the instructions in the Employer Section of Form I-9; (B) You shall not permit any person who fails to complete the Employee Section of Form I-9 (or who fails to furnish you with required documentation of identity and employment eligibility) to render any services in connection with the recording of the Masters pursuant to this agreement; (C) You shall deliver all duly completed Form I-9s (with copies of the identity and eligibility documents attached) to Company and us within seventy-two (72) hours after the conclusion of the applicable recording session(s); (D) You shall comply with any revised or additional verification and documentation procedures required by the United States Department of Immigration and Naturalization (the "INS") (or any other person with jurisdiction over non-citizens who perform services in the United States) in the future; (E) Notwithstanding the generality of the aforementioned requirements with respect to Non-Citizens, in the event the INS agrees to recognize methods of compliance with IRCA which may be performed in lieu of the procedures enumerated above, such as, for example, the registration and identification card system administered by the Recording Industry Association of America, you may comply with such alternative methods in performing the obligations set forth above. Neither you nor Producer shall enter into any agreements on behalf of Company or us or incur, directly or indirectly, any liability or expense of any kind for which Company or we may be held liable, in connection with any recording session hereunder or otherwise, without having first obtained Company's and our prior written approval as to the nature, extent and limit thereof, except with respect to payment of such items identified in the Approved Budget (as defined herein), provided that the amount of such payment does not exceed the amount budgeted in the Approved Budget for such item. You shall be responsible for (and shall immediately reimburse Company or us in connection with any actual, documented costs covered by Company or us as an accommodation) any and all documented costs and monies in connection with any Producer Employee (including without limitation, fees, record royalties and mechanical royalties, split agreements etc.). You shall cause all Producer Employees to execute agreements (each a "Producer Employee Agreement", and collectively the "Producer Employee Agreements") substantially similar to this agreement with representations, warranties and covenants made by any such Producer Employee to our benefit and you shall indemnify us with respect to any and all costs incurred by us in connection with any such Producer Employee's breach of a Producer Employee Agreement (which shall in turn cause you to be in breach of this agreement). We hereby acknowledge your delivery to us, and our acceptance of, a commercially and technically satisfactory Master; provided, however, that such acknowledgment shall not estop us or Company from seeking any remedies available to us or Company at law or in equity in the event of the breach by you and/or Producer of any of the warranties, representations, covenants or agreements made by you and/or Producer herein.

(b) Each Master and the results and proceeds of the services of every kind heretofore rendered by and hereafter to be rendered by you and Producer in connection with the Masters (including, without limitation, any so-called "behind the scenes", "making of" photographs, audio and audio-visual recordings) (collectively, including the Masters, the "Work") (specifically excluding the underlying musical composition embodied thereon) shall, from the inception of its creation, be considered a "work made for hire" for us within the meaning of the Copyright Act of 1976 (Title 17, U.S.C.), as amended. If it is determined that the Work (or any portion thereof) does not so qualify, then the Work (or such portion thereof), and all rights therein (including the sound recording copyright, but excluding the copyright in the underlying musical composition), shall be automatically assigned to us by this agreement. Without limiting the foregoing, Company and we (and our respective designees) shall have the exclusive unrestricted, perpetual right throughout the universe to use, distribute, sell and exploit the Masters and the Work in any and all media, by any and all methods and formats. You and Producer will, upon our reasonable request, execute, acknowledge and deliver to us such additional documents as we may deem necessary to evidence and effectuate our rights hereunder, and you and Producer hereby irrevocably grant to us the right as limited attorney-in-fact solely to execute, acknowledge, deliver and record in the United States Copyright Office or elsewhere any and all such documents if you and Producer shall fail to execute same within ten (10) business days after our request therefor. We shall promptly provide you with a copy of any documents so executed. Without limiting our and Company's rights hereunder (and notwithstanding anything to the contrary contained herein), we and our assignees and designees shall have the sole and exclusive right in perpetuity and throughout the universe to: (i) alter, change, modify or edit the Work, the Masters and all Records and reproductions made therefrom; (ii) manufacture, advertise, sell, license, exploit or otherwise dispose of the Work, the Masters and records derived therefrom upon such terms, and under such trademarks, as Company and we elect, or, in our and Company's sole discretion, to refrain therefrom; and (iii) perform the Masters and the Work publicly and to permit the public performance thereof by any method now known or hereafter devised.

(c) (i) You and Producer expressly acknowledge the importance of protecting our and Artist's intellectual property (including, without limitation, the Masters) and agree to undertake any and all security measures necessary to ensure such protection, including, without limitation: (A) never playing, performing or otherwise disclosing at any time and/or for any purpose, the contents of the Masters or any portion thereof to any parties not involved in the actual recording, editing, writing or mixing thereof prior to the initial commercial release of a record containing the Masters, and then only in the form embodied in such commercial release; (B) restricting access to the audio files or other material embodying the Masters, in whole or in part, solely to essential studio personnel involved in the actual recording, editing or mixing of the Masters; (C) warranting that each Producer Employee understands and accepts the terms of this paragraph; (D) ensuring that no copies of the Masters, in whole or in part, shall be made, made available or distributed in any form or by any medium without our express prior written authorization (which may be withheld in our sole and absolute discretion); (E) maintaining a secure, locked location in which all hard drives, tapes, CD's, DVD's and/or other media upon which any portion(s) of the Masters are fixed shall be stored

when not being actively utilized by authorized personnel in connection with the actual recording, editing or mixing of the Masters; and/or (F) immediately notifying us in the event of a breach, whether actual or suspected, of the security measures listed in this agreement, whether by people engaged in connection with the actual recording, editing or mixing of the Masters or by a third party, whether known or unknown.

(ii) You and Producer hereby acknowledge and agree that any dissemination or threatened dissemination of the Master(s) or any portion thereof committed solely by You or Producer (or any Producer Employee), prior to the authorized commercial release by us and/or Company of a record containing the Master(s) or any portion thereof shall immediately result in irreparable harm and injury to us and/or Artist for which no adequate remedy is available at law and which is not fully compensable in money damages alone, and that we and Artist shall, therefore, in the event of any such unauthorized dissemination by you and/or Producer (or any Producer Employee), or threat thereof, be entitled to the remedy of injunctive relief (and any other equitable relief) as may be necessary to prevent, remedy and/or mitigate the adverse effects of such actual or threatened dissemination, in addition to any legal remedies (including damages to which we and/or Artist may be entitled and the recovery of documented court costs and reasonable outside attorneys' fees actually incurred in connection with obtaining such relief). You and Producer expressly agree that, without limiting any other rights or remedies we and/or Artist may have, we and Artist shall be entitled to recover any and all monies or other benefits whatsoever received by you and/or Producer or on your and/or Producer's behalf from any and all sources in connection with any unauthorized use or dissemination by or on behalf of you and/or Producer of the Masters or any portion thereof and that any such monies or other benefits so received by you and/or Producer or on your and/or Producer's behalf shall be held in trust, by you and/or Producer or on your and/or Producer's behalf for immediate payment to us and/or Artist. The provisions of this subparagraph are material terms of this agreement.

2. Budget:

Producer and we will mutually designate a recording budget for the Masters, subject to the approval of Company. You and we acknowledge that a budget (inclusive of the Advance as set forth in paragraph 3 below) has been approved by Producer and us (the "Approved Budget"). All Recording Costs shall be paid by Company or Artist. You and Producer shall, however, be responsible for Recording Costs incurred in excess of the Approved Budget caused by your and/or Producer's acts or omissions. We hereby acknowledge that as of the date hereof, there are no costs in excess of the Approved Budget caused by you of which we are aware; provided, however, that such acknowledgment shall not estop us or Company from seeking any remedies available to us or Company at law or in equity in the event of the breach by you and/or Producer of any of the warranties, representations, covenants or agreements made by you and/or Producer herein.

3. Advance:

(a) Provided you are not in material breach hereunder, in consideration of all services rendered by you and Producer in connection with the Masters, we shall instruct Company to pay to you by way of the irrevocable letter of direction attached hereto as Exhibit A (the "Letter of Direction") a non-returnable but recoupable advance (the "Advance") of Six Thousand Dollars (\$6,000) for all of your and Producer's services hereunder. The Advance shall be paid promptly following your Delivery and Company's acceptance of the Masters or the full execution of this agreement, whichever is later.

(b) You and Producer hereby authorize and direct us to pay the sum of One Thousand Dollars (\$1,000) (the "Legal Fee") out of the Advance to B. Lawrence Watkins & Associates, P.C. ("Attorney") for your attorney's fees. You and Producer hereby acknowledge and agree that our compliance with your request to make the foregoing Legal Fee payment shall be an accommodation only and that Attorney shall not be deemed a third-party beneficiary to this agreement or otherwise derive any rights hereunder. Such payment to Attorney shall constitute payment to you, and we shall not have any liability by reason of such payment. You and Producer hereby indemnify and hold us harmless against any claims asserted against us in connection with such payment.

4. Royalties:

(a) Provided you are not in material breach hereunder and that you have performed all of the services required of you and/or Producer hereunder, in consideration for all services rendered by you and Producer in connection with the Masters, you shall be entitled to a producer royalty (the "Producer Royalty") at a basic rate (the "Producer Basic Rate") of three percent (3%), pro-rated as provided below, of the Royalty Base Price (or if such record royalties are regularly computed on any other basis, including, but not limited to, a wholesale or PPD price basis, the basic record royalty rate hereunder shall be adjusted so that the same sum in pennies shall be payable to you pursuant to the terms hereof) with respect to top-line, full priced net sales of the Album through normal retail channels in the United States ("USNRC Net Sales").

(b) The Producer Royalty shall be calculated, determined, adjusted and paid on the same basis (e.g., container charges, definition of royalty base price, free goods, reserves, etc.) as our royalties are calculated, determined, adjusted and paid pursuant to the Recording Agreement, but without regard to any royalty escalations for our basic rate for USNRC Net Sales of Albums. The Producer Royalty for singles, foreign sales, mid-priced and

budget sales, non-USNRC Net Sales of Albums and other exploitations of the Masters will be reduced and pro-rated in the same proportion, if any, as our royalties are reduced and pro-rated under the Recording Agreement. With respect to records embodying the Masters for which we are entitled to a percentage of Company's net receipts, net royalties or the like ("Net Amounts"), you shall be entitled to that proportion of such Net Amounts, determined by multiplying such Net Amounts received by us, by a fraction (the "Fraction"), the numerator of which is the Producer Basic Rate (for the avoidance of doubt, the initial Producer Basic Rate) and the denominator of which is our "all-in" basic royalty rate for USNRC Net Sales of the Album ("Our Basic Rate"). Your share of video receipts, if any, shall be one-half (1/2) of the sum computed under the foregoing formula, and shall be payable on a prospective basis following recoupment of all video production costs in accordance with the provisions of the Recording Agreement. A copy of the relevant provisions of the Recording Agreement pertaining to the calculation of your royalties hereunder is attached hereto as Exhibit B.

(c) No royalty shall be payable to you hereunder until Company has recouped all Recording Costs incurred in connection with the Album at the "net artist" rate (i.e., Our Basic Rate less the Producer Basic Rate and the royalty rate payable to all other producers, engineers, mixers, and other royalty participants) (excluding the Advance and any "in-pocket" Artist advances. After recoupment of such Recording Costs as aforesaid, royalties shall be payable to you hereunder for all records sold for which royalties are payable, retroactively from the first such record sold, subject to recoupment from such royalties of the Advance.

(d) As to records not consisting entirely of the Masters, the royalty rate otherwise payable to you hereunder shall be pro-rated by multiplying such royalty rate by a fraction, the numerator of which is the number of Masters embodied on such record and the denominator of which is the total number of royalty-bearing master recordings (including the Masters) embodied thereon.

(e) If the Master is not accepted by us and/or Company as Delivered by you, the Producer Royalty shall be reduced by amounts payable to third party mixers, remixers, producers and any other royalty participants. For the avoidance of doubt, the Producer Royalty may also be reduced by any amounts payable pursuant to paragraph 12 of this agreement.

(f) In the event we receive or are credited with any monies from third-parties other than Company solely attributable to the exploitation of the Masters ("Direct Monies" which, for the avoidance of doubt, exclude so called publishing monies), we will pay you your pro-rata share of such Direct Monies determined by multiplying such Direct Monies, received by or credited to us, by the Fraction. In connection with the foregoing, our obligation to pay you your share of so-called "Sound Exchange" Direct Monies shall be satisfied by providing to you the letter of direction attached hereto as Exhibit "C", executed by us authorizing Sound Exchange to render payment to you directly of your appropriate share.

5. Accounting:

(a) We shall instruct and use reasonable efforts to cause Company to account for and pay directly to you royalties due you hereunder, if any, in accordance with the terms of the irrevocable Letter of Direction, and at the same times as Company is required to pay us pursuant to the Recording Agreement. If Company fails or refuses to so account to you directly, such failure shall not be deemed a breach of this agreement, and your sole remedy against us shall be that we shall send you royalty statements and any payments due hereunder within thirty (30) days following our receipt of each statement applicable to the Masters from Company. In so accounting to you we shall have the absolute right to rely on the statements rendered to us by Company, and in no event shall we be liable for any errors, omissions or inaccuracies contained therein.

(b) All accountings rendered by us, or on our behalf, to you shall be binding and not subject to any objection by you unless specific written objection by you stating the basis thereof, is furnished to us before the date six (6) months prior to the date by which we must make an objection to Company in respect of that particular accounting under the Recording Agreement. You shall be foreclosed from maintaining any action, claim or proceeding against us with respect to any statement or accounting due hereunder unless such action, claim or proceeding is commenced against us in a court of competent jurisdiction before the date six (6) months prior to the date by which we must commence any action, claim or proceeding against Company in a court of competent jurisdiction under the terms of the Recording Agreement.

(c) You shall have the right to appoint a certified public accountant who is not then currently engaged in an outstanding audit of us, to examine our books and records relating to the sale of records embodying the Masters, provided that such examination shall take place at our offices during normal business hours, on reasonable written notice, not more frequently than once in any calendar year, no more than once per statement, and at your sole cost and expense. You shall furnish us with a copy of the audit report within thirty (30) days after the completion of the applicable audit. In the event that we conduct an audit of Company's books and records and/or bring a suit, and if as a result of any settlement or judgment additional monies are paid in respect of the Masters, then you shall be credited with your pro-rata share thereof after deduction of our third party costs "off the top." The rights granted herein to you constitute your sole audit rights, and in no event shall you have the right to audit the books and records of Company.

6. Payments:

Payments of the Advance and accounting statements relating thereto shall be made payable and remitted to the address first set forth hereinabove.

7. Credit:

(a) We shall instruct Company to accord Producer an appropriate credit on the liner notes of records (in all formats) and metadata fields wherever Company's policies permit, derived from the Masters produced hereunder in substantially the following form: "Produced by Slade Da Monsta". Any such credit shall be subject to Company's normal policies and restrictions. Our inadvertent non-habitual failure or Company's failure to comply with the foregoing shall not be deemed a breach of this agreement; provided that following notice from you, we shall instruct Company to cure any such failure, on a prospective basis with respect to future manufacturing runs.

(b) We shall also instruct Company to accord Producer such credit in all one-half (1/2) page or larger trade or consumer advertisements, and so called "strip-ads", placed by us or Company or under our or Company's control which solely relate to the Masters. Our inadvertent, non-habitual failure or Company's failure to comply with this paragraph 7 shall not be deemed a breach of this agreement; provided that following notice from you, we shall instruct Company to cure any such failure, on a prospective basis with respect to future manufacturing runs.

8. Name and Likeness:

You hereby grant to Company and us the right to use and permit others to use Producer's professional name, approved likeness and approved biographical material (the "ID Materials") concerning Producer in connection with the sale, advertising and promotion of all records derived from, and exploitations of, the Masters. You shall have the right to approve any ID Materials selected or commissioned by us provided that your consent to the ID Materials shall not be unreasonably withheld or delayed and shall be deemed given within five (5) business days after the date such materials are made available to you. Our inadvertent, non-habitual failure to obtain your approval of ID Materials shall not be deemed a breach hereof, provided, however that upon receipt of written notice from you regarding any such failure, we shall use reasonable efforts to promptly correct or cause Company to prospectively correct any such failure to obtain your approval of ID Materials on future runs.

9. Representation and Warranties:

(a) You hereby represent, warrant, covenant and agree that: (i) We shall not be required to make any payment of any nature for, or in connection with, the rendition of your and/or Producer's services or the acquisition, exercise or exploitation of rights by us pursuant to this agreement, except as specifically provided herein; (ii) There shall be no liens, encumbrances or other charges against the Work, the Masters and/or the Compositions at the time of delivery, including, without limitation, any uncleared Proprietary Material (as defined below); (iii) All materials furnished by you and/or Producer (including, without limitation, Proprietary Material [as defined below]) in connection with the Work, the Masters and/or the Compositions shall be original and not infringe upon or violate the rights of any third parties; (iv) You and/or Producer will not produce for any person or entity other than us a master recording embodying any musical composition embodied in any Master for at least three (3) years from the date of Delivery to us of such Master; (v) You and Producer are free to enter into and perform this agreement, and are not and will not be under any disability, restriction or prohibition, contractual or otherwise, with respect to your and Producer's right to execute this agreement, your and Producer's right to grant all of the rights granted to us hereunder and your and Producer's right to fully perform each and every term and provision hereof; (vi) You shall be solely responsible for and shall pay any withholding, employment or other taxes required in connection with Producer's services hereunder; (vii) You have a valid and binding agreement with Producer that grants you the rights to furnish Producer's services hereunder in accordance with the provisions hereof; and (viii) all warranties, representations, agreements, covenants and undertakings made by you and Producer herein shall also apply to each Producer Employee (and you shall cause each Producer Employee to be bound in writing thereby), and you shall indemnify us, Artist and Company in connection therewith.

(b) We hereby represent and warrant that: (i) all materials solely furnished by us in connection with the Masters shall be original and not infringe upon or violate the rights of any third parties, and (ii) we are free to enter into and perform this agreement, and are not and will not be under any disability, restriction or prohibition, contractual or otherwise, with respect to our right to execute this agreement, our right to grant all of the rights granted to you hereunder and our right to fully perform each and every term and provision hereof.

10. Indemnification:

(a) You agree to indemnify and hold us, Artist (in any capacity, including without limitation, Artist's publishing designee, if applicable) and each of our respective successors, assigns, agents, companies, and licensees (collectively, "Company Parties") harmless against any claim, liability, cost and expense (including reasonable outside attorneys' fees and actual legal costs) in connection with: (i) any third party claim which is inconsistent with any agreement, covenant, representation, or warranty made by you herein, which has resulted in a final adverse judgment or dismissal, and/or (ii) your and Producer acts and/or omissions. You will reimburse Company Parties

upon demand for any payment made by Company Parties at any time after the date hereof including after the Term in respect of any claim, liability, damage or expense to which the foregoing indemnity relates. Upon the making or filing of any such claim, action or demand, Company Parties shall be entitled to withhold from any amounts payable under this agreement such amounts as are reasonably related to the potential liability at issue.

(b) We agree to indemnify and hold you and your respective successors, assigns, agents, companies and licensees harmless against any claim, liability, cost and expense (including reasonable attorneys' fees and actual legal costs) in connection with any third party claim which is inconsistent with any agreement, covenant, representation, or warranty made by us herein which has been reduced to a final adverse non-appealable judgment or has been settled with our prior written consent, which consent shall not be unreasonably withheld.

11. Controlled Compositions:

(a) The musical compositions and other materials embodied on the Masters, which are written or controlled, in whole or in part, by Producer or any entity owned or controlled by, or affiliated with, you or Producer ("Controlled Compositions") are hereby licensed to us and to Company (and to our and Company's licensees and designees) upon the terms and conditions set forth in the Recording Agreement applicable to Controlled Compositions thereunder, including without limitation, reduced mechanical royalty rates payable in respect of such Controlled Compositions; records for which mechanical royalties are payable, reserves, aggregate mechanical royalty "caps", synchronization and other uses, etc. You hereby grant us and Company a license to reproduce Controlled Compositions that are embodied on Masters produced hereunder in synchronization with and in time relation to visual images featuring Artist's performances solely in so-called promotional "video programs," on a royalty-free basis, only provided that Artist and/or Company does not receive any compensation for said uses. With respect to so-called commercial "video programs", you shall be entitled to your pro-rata share of any royalties attributable to such commercial "video programs". Upon our request you shall execute or cause your publishing designee to execute and deliver to us or Company, as applicable, all documents required by us or Company, as applicable, to effectuate the purposes of this paragraph 11.

(b) You and Producer hereby acknowledge and agree on behalf of yourself, Producer, and Producer's publishing designee that Producer controls fifty percent (50%) in and to the underlying compositions (exclusive of any conveyance of copyright in connection with any Proprietary Material (as defined below)) embodied in the Masters.

(c) Each of the parties hereto shall have the right to administer their respective interest in and to the Compositions, throughout the world, during the full term of worldwide copyright. In connection with any such license issued by or on behalf of you for the entirety of such Composition, however, it is understood and agreed that Artist shall instruct the licensee: (i) to account directly to you for your proportionate share of the total compensation due; and (ii) that your compensation for any such license shall be calculated and paid, pro-rata, on that same basis and at the same intervals as compensation payable to Artist pursuant to such license. As between us and Artist and you, we and Artist alone shall have the right to designate the title or titles of any Composition.

(d) This paragraph 11 shall bind you, Producer and any music publishing designee, or any other party deriving rights from you or Producer or which you or Producer have or will enter into an agreement regarding the administration of or transfer of copyright in and to the Controlled Compositions.

12. Sampling:

You and Producer warrant, represent and agree that all music and other material solely furnished by you and/or Producer (including, without limitation, so-called "interpolations" and "samples"), and all arrangements, compositions, ideas, designs and inventions of Producer and you in connection with the Masters (and/or the compositions embodied thereon) are or will be original with you and/or Producer or in the public domain throughout the world or used with the consent of the original owner thereof, and shall not infringe upon or violate any copyright, the right of privacy of or any other right of any person, firm or entity. Neither you nor Producer will "sample", "interpolate" or otherwise incorporate into the Masters (and/or the compositions embodied thereon) ("Sample" or "Sampling" herein) or permit any other party furnished by Producer, to Sample any copyrighted or other proprietary material (the "Proprietary Material") belonging to any third party (such third party herein referred to as the "Owner") without first having (1) notified us of the Proprietary Material you or Producer intend to use and the identity of the Owners thereof; (2) obtained our and Company's written approval of such use prior to the mixing of the Master(s) embodying such Proprietary Material (and/or the compositions embodied on the Masters which embody such Proprietary Material); and (3) secured from the Owner(s), at your sole expense, a written agreement, in a form satisfactory to us and Company, that we and Company, and each of our and Company's respective licensees shall have the perpetual right to use such Proprietary Material in the Masters (and/or the compositions embodied thereon) and to use or otherwise distribute or exploit the Masters (and/or the compositions embodied thereon) containing such Proprietary Material for all record purposes and for use in music videos, in perpetuity, all either without any payment whatsoever to Owner(s) or upon payment to Owner(s) of a payment approved in writing by us and Company (the "Clearance Efforts"). Neither we nor Company shall have any obligation to approve or to make any such payment, and our and/or Company's approval of any such payment shall not constitute a waiver of any of our or Company's right or remedies. In the event that the Masters (and/or any compositions embodied thereon) contain Proprietary

Material other than that disclosed ("Undisclosed Samples"), and/or if you have not obtained and delivered to us and Company all licenses, permissions or other authorizations required hereunder, then the Masters will not be deemed to be Delivered, regardless of the date that we (or Company) become aware of the existence of such Proprietary Material, and we and Company reserve the right to reject your and/or Producer's Delivery of the Masters notwithstanding the distribution or previous acceptance of such Masters. You and Producer warrant, represent and agree that the Masters (and/or the compositions embodied thereon) shall not contain any Proprietary Material which has not been licensed so as to allow us, Company, and each of our and Company's respective licensees to distribute the Masters as fully contemplated in this Agreement. Notwithstanding anything to the contrary contained herein, we or Company may, at our or Company's sole election and solely as an accommodation to you, undertake control of the Clearance Efforts hereunder. You and Producer acknowledge and agree that any payments made by us (or Company) in connection with the Clearance Efforts shall, without limitation of our or Company's other rights and remedies, at our election, be deemed additional Advances/Recording Costs hereunder and shall be subject to the Approved Budget, provided, however, that: (i) in the event that the Owner(s) of any Proprietary Material require, as a condition of granting the necessary clearances, that a portion of the copyright (or income interest) in a particular Composition be conveyed and/or assigned to such Owner(s), then you shall cause Producer and Producer's publishers to convey such portion of Producer's and/or Producer's publisher's respective share of the copyright interest (or income interest) in such Composition, if any, to such Owner(s) and such conveyance shall only reduce Producer's and/or Producer's publisher's interest in such Composition; and (ii) in the event the Owner(s) of any Proprietary Material require, as a condition of granting the necessary clearances, that a "per unit" royalty be paid to such Owner, you shall be responsible for payment of such "per unit" royalty (for the avoidance of doubt, including, without limitation, any advances against such "per unit" royalty), and if such "per unit" royalty is paid by us or Company on your behalf, such amounts may be deductible from any and all sums due you hereunder or we may require you to immediately reimburse us for any and all such sums. In addition, to the extent any such conveyance and/or assignment of Proprietary Material exceeds Producer's and/or Producer's publisher's respective share of the copyright in such Composition (or, for the avoidance of doubt, if the "per unit" royalty [or income interest] exceeds monies otherwise payable to Producer hereunder), you shall be responsible to immediately reimburse any monies paid in connection with such excess conveyance and/or assignment, and at our election, without limiting any of our rights or remedies hereunder, all such monies may be deductible from any and all sums due you hereunder. You and Producer will, upon our request, execute, acknowledge and deliver to us such additional documents as we may deem necessary to evidence and effectuate our rights hereunder, and you and Producer hereby irrevocably grant to us the right as attorney-in-fact to execute, acknowledge, deliver and record in the United States Copyright Office or elsewhere any and all such documents if you and Producer shall fail to execute same within five (5) days after our request therefor. You and Producer warrant, represent, covenant and agree that there are no Undisclosed Samples embodied in the Masters (and/or the compositions embodied thereon).

13. Confidentiality:

(a) You hereby acknowledge that Artist's privacy is highly valued and that all efforts are made to maintain confidentiality with respect to "Confidential Information" (as defined below). You acknowledge that Producer may have access to Confidential Information during the course of Producer's engagement hereunder. You agree that neither you and/or Producer shall disclose or communicate to any third party any of the following: (i) any non-public information acquired by you and/or Producer in the course of or in connection with the services performed by Producer hereunder; (ii) any non-public information about the legal affairs of Artist, the financial affairs of Artist or the physical health of Artist; (iii) any information contained in or concerning this agreement; and (iv) any other non-public information or materials relating directly or indirectly to Artist's business, professional and/or personal life. All of the information described in this subparagraph is herein collectively referred to as "Confidential Information."

(b) Without limiting the generality of subparagraph 13(a) above, you agree that neither you or Producer shall do (or directly or indirectly cause to be done) any of the following: (i) provide, directly or indirectly, orally or in writing, any Confidential Information to any reporter, writer, investigator or the like; (ii) grant any interview or contribute to any book, program or other form of communication intended for publication concerning Artist; (iii) confirm or deny any rumor, claim, allegation, assertion, speculation, statement, event, act, occurrence, omission or other matter or information of any kind regarding or concerning Artist, whether or not true or false, public or private, and whether or not the same constitutes Confidential Information. For the avoidance of doubt, and notwithstanding the foregoing, Producer shall not be precluded from stating or confirming that Producer rendered services in connection with the Masters.

(c) You and Producer expressly acknowledge and agree that the breach of any provision of this paragraph may result in irreparable injury to us and Artist for which no adequate remedy is available at law and which is not fully compensable by money damages alone, and that we and Artist shall, therefore, in the event of any such breach or threat thereof, be entitled to seek injunctive (and other equitable) relief as may be necessary to prevent, remedy and/or mitigate the adverse effects of such actual and/or threatened disclosure, in addition to any legal remedies to which we and Artist may be entitled.

14. Breach:

No breach or alleged breach by us of any of our obligations hereunder shall entitle you to recover damages or affect any of your obligations hereunder, unless such breach shall not have been remedied within thirty (30) days

(h) YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT AND HAVE BEEN ADVISED BY US OF THE SIGNIFICANT IMPORTANCE OF RETAINING AN INDEPENDENT ATTORNEY OF YOUR CHOICE TO REVIEW THIS AGREEMENT ON YOUR BEHALF. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD THE UNRESTRICTED OPPORTUNITY TO BE REPRESENTED BY AN INDEPENDENT ATTORNEY. IN THE EVENT OF YOUR FAILURE TO OBTAIN AN INDEPENDENT ATTORNEY OR WAIVER THEREOF, YOU HEREBY WARRANT, REPRESENT AND AGREE THAT YOU WILL NOT ATTEMPT TO USE SUCH FAILURE AND/OR WAIVER AS A BASIS TO AVOID ANY OBLIGATIONS UNDER THIS AGREEMENT, OR TO INVALIDATE THIS AGREEMENT OR TO RENDER THIS AGREEMENT OR ANY PART THEREOF UNENFORCEABLE.

If the foregoing accurately sets forth your understanding of the agreement between you and us with respect to the subject matter hereof, please sign this letter where indicated below.

Very truly yours,

ASAP WORLDWIDE, LLC

By: _____
An Authorized Signatory

AGREED AND ACCEPTED:

19/20 MUSIC, LLC

By:  _____
An Authorized Signatory

INDUCEMENT AND GUARANTEE:

The undersigned has read and understands the foregoing agreement and agrees to all of the terms and conditions thereof. The undersigned agrees to guarantee his performance, and all warranties, representations, covenants and agreements made by 19/20 Music, LLC under the foregoing agreement, and further agrees to look exclusively to 19/20 Music, LLC for payment of all compensation due to him in connection with the performance of his services as set forth above in the agreement.

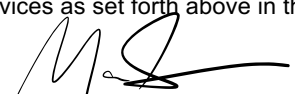
 _____
Marcus Slade p/k/a "Slade Da Monsta"

EXHIBIT A

LETTER OF DIRECTION

ASAP WORLDWIDE, LLC

(hereinafter "we," "us" and/or "our")
c/o Davis Shapiro Lewit Grabel Leven Granderson & Blake, LLP
150 S. Rodeo Drive, Suite 200
Beverly Hills, CA 90212
Attn: Damien Granderson, Esq.

As of August 1, 2017

RCA Records
a division of Sony Music Entertainment
25 Madison Ave.
New York, NY 10016

RE: "Slade Da Monsta" to Produce A\$AP Mob's "Bahamas"

Gentlepersons:

1. We have engaged 19/20 Music, LLC to furnish the personal services of Marcus Slade p/k/a "Slade Da Monsta" (collectively, Producer) to produce one (1) master recording titled "Bahamas" (the "Recording"), embodying the performances of the artist professionally known as A\$AP Mob ("Artist"), to be made pursuant to the agreement between you and us, as amended (the "Agreement").

2. Although the Agreement requires us to pay for the services of Producer, we hereby request and irrevocably authorize you to make payments for Producer's services on our behalf as follows:

(a) An advance of Six Thousand Dollars (\$6,000) for all of Producer's services hereunder (the "Advance"). The Advance shall be paid promptly following Producer's Delivery and your acceptance of the Recording or your receipt of this letter, whichever is later. The Advance will be applied against the recording budget applicable to the Recording under the Agreement. The Advance shall be payable as follows:

(i) Five Thousand Dollars (\$5,000) will be remitted to Producer at the following address or otherwise as the Producer directs you in writing:

Marcus Slade
1955 La Dawn LN NW
Unit B1
Atlanta, GA 30318

and will be accompanied by statements with respect to those payments. We understand that royalty payment instructions of this nature are usually placed in effect with respect to the accounting period in which you receive them if they are delivered to you within the first three (3) months of that period, and with respect to the next accounting period if delivered after that time, although administrative factors may result in variations from that procedure.

(ii) One Thousand Dollars (\$1,000) (the "Legal Fee") out of the Advance to B. Lawrence Watkins & Associates, P.C. ("Attorney") for Producer's attorney's fees. Attorney shall not be deemed a third-party beneficiary to the Agreement.

(b) (i) A royalty (the "Producing Royalty") on net sales of all sound-only records derived from the Recording, computed and paid in the same manner, at the same times, and subject to the same conditions as the royalty payable to us under the Agreement, but at the basic album rate on top line sales through normal retail channels in the United States of three percent (3%) ("Basic Producer Rate") instead of the rate fixed in the Agreement for such sales ("Basic Artist Rate"), with proportionate reductions on all sales for which reduced royalties are payable under the Agreement. With respect to exploitation of audiovisual devices embodying the Recording, the Producing Royalty shall be one half (1/2) of the otherwise applicable rate. With respect to uses of the recordings for which we are paid on a net receipts basis, the Producing Royalty shall be multiplied by a fraction, the numerator of which is the Basic Producer Rate and the denominator of which is the Basic Artist Rate. The amount of the Producing Royalty will be deducted from all monies payable or becoming payable to us under the Agreement.

(ii) The Producing Royalty will not be payable until you have recouped all Recording Costs attributable to the master recordings recorded in connection with the album concerned, whether or not any particular master recording is contained on the album. After such recoupment, the Producing Royalty will be computed retroactively and paid on all such Records from the first Record sold. Such recoupment will be computed at our net royalty rate as reduced to reflect the deduction of the Producing Royalty and all royalties payable to all

other producers of recordings on the album (specifically excluding the Advance and any "in-pocket" advances to Artist).

3. We hereby request and irrevocably authorize you to accord Producer, on our behalf, credit on the packaging and liner notes (in all formats), and metadata fields wherever your policies permit, of records derived from the Recording produced hereunder for the corresponding Recording, and in all one-half (1/2) page or larger trade or consumer advertisements, and so called "strip-ads", placed by us or you or under our or your control which solely relate to the Master, in substantially the following form:

"Produced by Slade Da Monsta"

4. Your compliance with this authorization will constitute an accommodation to us alone; the Producer is not a beneficiary of it. All payments hereunder will constitute payment to us, and you will have no liability by reason of any erroneous payment you may make or failure to comply with this authorization. We will indemnify and hold you harmless against any claims asserted against you and any damages, losses or expenses incurred by you by reason of any such payment or otherwise in connection herewith.

Very truly yours,

ASAP WORLDWIDE, LLC

By: _____
An Authorized Signatory

EXHIBIT B

(ATTACHED)

EXHIBIT C

**SOUNDEXCHANGE, INC.
LETTER OF DIRECTION**

Solely as a service and accommodation to those featured artists entitled to royalties under 17 U.S.C. § 114(g)(2)(D) who specifically authorize SoundExchange to collect and distribute royalties on their behalf, SoundExchange permits such featured artists to designate that a percentage of the royalties due them from SoundExchange relating to certain sound recordings be remitted to creative personnel credited or recognized publicly for the commercially released sound recording on which the featured artist performs or other usual and customary royalty participants in such sound recording.

Please note that a performer **need not execute this Letter of Direction in order to be paid statutory royalties by SoundExchange.**

To make such a designation, the performer submitting this Letter of Direction ("LOD") must be registered with SoundExchange.

Sections with asterisks are required.

*Name of Solo Artist or Group on recording(s): ASAP Mob

*Legal Name of Performer(s) for this LOD: _____

*Name of LOD Recipient ("Payee"): 19/20 Music, LLC f/s/o Marcus Slade

*Payee Address: 1955 La Dawn LN NW, Unit B1, Atlanta, GA 30318

Payee Telephone Number: (772) 924.5209

*Payee E-Mail: _____

*Track Name(s): The Repertoire Chart is required to complete the LOD, please submit with this form.

*Effective Date: (choose one)

- ☐ Check here if LOD applies as of _____
- ☒ Check here if LOD applies retroactively to all available SoundExchange royalties, for all LOD tracks
- ☐ Check here if the Effective Date varies by track. Enter the Effective Dates on the Repertoire Chart.

*Payment Percentage ("Percentage"): check applicable box

☒ 15 % of Performer royalties are applicable to all LOD tracks

☐ Percentage varies by each track covered by this LOD. Enter percentages on the Repertoire Chart.

By signing this Letter of Direction and submitting it to SoundExchange, Performer agrees as follows:

1. Performer represents and warrants that Performer is the featured recording artist who performed on the sound recording(s) identified on the "Repertoire Chart" attached hereto as Schedule 1 (the "Recordings").

2. Performer represents and warrants that Payee is an individual credited or recognized publicly for the commercially released sound recording identified on the Repertoire Chart or is another usual and customary royalty participant in such sound recording.

3. Performer requests and authorizes SoundExchange to pay to and in the name of Payee an amount equal to Percentage of the royalties otherwise payable by SoundExchange to Performer in respect of the Recordings, thereby reducing the payments from SoundExchange to Performer. If a previous "Royalty Distribution Information for Featured Artist" or other letter of direction has been provided to SoundExchange that conflicts with this Letter of Direction, then any and all previous letters of direction or similar documents conflicting herewith are hereby revoked.

4. All monies becoming payable under this Letter of Direction shall be remitted to Payee at the address identified above or as Payee otherwise directs SoundExchange in writing. If SoundExchange requires additional information (e.g., Payee tax information) to remit payments under this Letter of Direction, then Performer and Payee shall be responsible for providing SoundExchange with such information promptly. To the extent SoundExchange is not provided with sufficient or correct information to remit payment to Payee, or checks mailed to Payee's last known address are returned, SoundExchange may hold the monies pending receipt of such information or pay the royalties to Performer.

5. SoundExchange will honor a written revocation by Performer of the designation made by this Letter of Direction. In the event of such a revocation, SoundExchange may, but need not, mail notice of the revocation to the last known address of Payee. The foregoing is without prejudice to any other contractual arrangements between Performer and Payee requiring payment of the Percentage by Performer. SoundExchange has no responsibility for Performer's performance or nonperformance of any such obligation.

6. SoundExchange may discontinue making payments under this Letter of Direction at any time, including if checks mailed to Payee's last known address are returned, Performer ceases to be a registrant of SoundExchange, or SoundExchange modifies its policies concerning letters of direction. If it does so, then SoundExchange may, but need not, mail notice thereof to the last known address of Performer and Payee, and monies that otherwise would have been payable under this Letter of Direction will be paid to Performer.

7. Performer acknowledges that SoundExchange is providing payments to Payee solely as an accommodation to Performer but that all royalties distributed by SoundExchange to Payee are taxable to Performer. Performer shall be solely responsible for providing Payee with tax paperwork required by any governmental agency, including the Internal Revenue Service, and SoundExchange shall have no obligation to provide such information to Payee.

8. SoundExchange may rely conclusively, and shall have no liability when acting, upon any written notice, instruction, other document or signature that is reasonably believed by SoundExchange to be genuine and to be authorized by Performer. SoundExchange shall not be responsible for failure to act as a result of causes beyond the reasonable control of SoundExchange. SoundExchange shall not be liable to Performer, Payee or to any third party for, and Performer agrees to defend (with counsel satisfactory to SoundExchange), indemnify and hold harmless SoundExchange from, any damages or loss (including reasonable attorney's fees) in any way related to this Letter of Direction, unless such loss is caused by SoundExchange's gross negligence or willful misconduct. The provisions of this Paragraph 8 shall survive the revocation or other termination of this Letter of Direction.

9. This Letter of Direction shall be governed by and construed in accordance with the substantive laws of the District of Columbia. Any dispute relating to or arising from this Letter of Direction shall be subject to the exclusive jurisdiction of courts sitting in the District of Columbia.

ACKNOWLEDGED AND ACCEPTED BY:

(The signature of each Performer or Authorized Signatory for each Performer is required.)

Performer Signature: _____

*Performer Printed Legal Name: _____

OR, Authorized Signatory: _____

Authorized Signatory Printed Name: _____

Date of Signature: _____

Performer Signature: _____

*Performer Printed Legal Name: _____

OR, Authorized Signatory: _____

Authorized Signatory Printed Name: _____

Date of Signature: _____

Performer Signature: _____

*Performer Printed Legal Name: _____

OR, Authorized Signatory: _____

Authorized Signatory Printed Name: _____

Date of Signature: _____

Performer Signature: _____

*Performer Printed Legal Name: _____

OR, Authorized Signatory: _____

Authorized Signatory Printed Name: _____

Date of Signature: _____

Performer Signature: _____

*Performer Printed Legal Name: _____

OR, Authorized Signatory: _____

Authorized Signatory Printed Name: _____

Date of Signature: _____

Performer Signature: _____

*Performer Printed Legal Name: _____

OR, Authorized Signatory: _____

Authorized Signatory Printed Name: _____

Date of Signature: _____

Performer Signature: _____

*Performer Printed Legal Name: _____

OR, Authorized Signatory: _____

Authorized Signatory Printed Name: _____

Date of Signature: _____

Return the original of this form to:

SoundExchange, Inc.
733 10th Street NW, 10th Floor
Washington, DC 20001

You may also scan and email the completed forms to accounts@soundexchange.com
Or fax to: 202.640.5859

If you have questions, please call 1-800-961-2091 or email accounts

Schedule 1: Repertoire Chart for Featured Artist Letter of Direction

Name of Solo Artist or Group on Recording(s): A\$AP Mob									
LOD Recipient Name: 19/20 Music, LLC f/s/o Marcus Slade									
* indicates a Required Field. Other fields are optional, but assist in identifying reported performances.									
	Sound Recordi ng Track Name(s)	Percentag e Share of artist royalties, for this track, to be assigned to the LOD recipient (as a % only, do not use "points" or fractions)	Effectiv e Date of the LOD for this track (require d if tracks have different effective dates)	Track Version (e.g., studio, re-mix version , etc)	Sound Recordin g Track ISRC	Album or Releas e Name	Labe l	Releas e Date	Other artists on this track (if applicable)
Track 1	Bahamas	15%							