

 **SEDLMAYR & ASSOCIATES, P.C.**
ATTORNEYS AT LAW

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Dated: as of February 19, 2023

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED

Sandy Boys, LLC
c/o NKSFBGO
15260 Ventura Blvd., Suite 2100
Sherman Oaks, CA 91403
Attn: Herbert Battle p/k/a Dooney Battle

RE: REPRESENTATION AGREEMENT

Dear Gentlepersons:

This letter confirms the terms of your engagement of Sedlmayr & Associates, P.C. to provide legal advice and representation to you (the undersigned) and your various entertainment-related companies, including, without limitation, Sandy Boys, LLC (hereinafter referred to individually and collectively as "Company"). Under New York State Bar Rules, it is recommended that law firms obtain written agreements with their clients. Accordingly, the purpose of this letter is to confirm the basis upon which the firm will charge you and Company for legal services.

1. LEGAL SERVICES: We appreciate the opportunity to serve you and Company. Our goals are to provide you and Company with legal services of the highest quality and efficiency and to help you and Company accomplish your business objectives. Our relationship should begin with a mutual understanding of expectations and should continue with full and candid communication between us throughout the course of our representation.

You have asked us to represent Company as lead transactional entertainment counsel in connection with Company's rights to services and proceeds of the entertainer Dominic Fike ("Fike Activities"), including, but not limited to, each of the following agreements relating to Company and Dominic Fike, as each of the same may have been amended, substituted and/or assigned: (a) the production agreement by and between Company and Dominic Fike dated as July 30, 2018; (b) the ancillary agreement by and between Company and Dominic Fike dated as of July 30, 2018; (c) the management agreement by and between Company and Dominic Fike dated as of July 30, 2018; (d) the recording agreement by and between Company furnishing the services of Dominic Fike and Columbia Records dated as of July 28, 2018; and (e) the profit split agreement by and between Company and Columbia Records, a Division of Sony Music Entertainment dated as of July 28, 2018 (the foregoing agreements mentioned in this paragraph 1(a) – (e) are individually and collectively referred to herein as the "Subject Agreements"). You have also requested us to act as your lead transactional entertainment legal counsel in connection with legal and business matters pertaining to (i) a full or partial catalog sale or other monetization of your rights in and to those recordings, including without limitation, copyright interests and/or those royalties or other forms of participation related to recordings created under the Subject Agreements, and/or (ii) a full or partial catalog sale or other monetization of your rights related to musical compositions, including without limitation, copyright interests and/or

those royalties or other forms of participation related to the musical compositions created under the Subject Agreements (collectively, the “**Fike Rights Catalog Sale**”). The Subject Agreements, the Fike Activities and the Fike Rights Catalog Sale are sometimes individually and collectively referred to herein as the “**Scope of Representation**”. The scope of our work may evolve in accordance with discussions or correspondence with you from time to time. To the extent that additional services are requested by you and/or Company and agreed upon by us, the terms of this letter will apply to such additional services. The fee set forth in paragraph 3 below does not include any services which this firm does not customarily provide such as non-routine corporate, partnership and tax matters, labor matters, litigation, securities, tax controversies, trademark or copyright representation. At your and/or Company’s request, we will recommend other counsel to advise you and/or Company with respect to any such matter. When we are asked to recommend the services of another advisor or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will not be responsible for monitoring or reviewing their work or for the quality of that work. In some cases, where attorneys working on the matter believe that a particular advisor or provider is the appropriate choice, they may recommend as an advisor or service provider a person or firm by whom we have been retained as counsel in other matters or by whom we may have an expectation of being retained in the future.

Within our firm, I will be primarily responsible for your and Company’s account. There may be occasions when your and/or Company’s interests would be best served by involving other attorneys within our firm. We will advise you of any matter that may involve other attorneys and we will work with you to decide on the most appropriate representation to meet your specific needs and expectations.

Please let me know promptly if any questions arise about the services provided to you and/or Company by anyone in our firm, or about any billing you receive from us, so that we may resolve any problems.

In the course of our representation, you may disclose to us certain information concerning your or Company’s business which you may consider to be confidential or proprietary (the “**Material**”). You understand that we may currently or hereafter represent clients whose businesses may incorporate elements which are similar to the Material, but may have been generated independently. You also understand that we may currently or hereafter represent clients whose businesses or activities may be competitive with your and Company’s business. We will, of course, maintain the confidentiality of the Material you disclose to us, as well as any other confidential information you communicate to us during our representation. Nonetheless, you acknowledge the foregoing possibilities and consent to our representation of other clients in the circumstances discussed herein.

This will also confirm that you and Company have retained us only in connection with the above-described matter(s). By signing this agreement, you and Company acknowledge that we are free to represent clients and take positions adverse either to you or Company or an affiliate in matters which are not substantially related to matters for which you and Company have retained us or may hereafter retain us (whether involving the same substantive area(s) of law for which you and Company have retained us or some other unrelated area(s) – and whether involving business transactions,

counseling, litigation or otherwise), subject to the applicable rules of ethics regarding waiver of future conflicts and NYCLA Ethics Opinion 724.

2. **TERM AND CLIENT RESPONSIBILITY:** The term of this agreement is effective as of the date first set above and shall continue until either you or we shall terminate it by written notice to the other (the “**Term**”), subject to the payment terms set forth below. For us to represent you and Company effectively, we need you and Company to cooperate fully with us in our work by, among other things, providing us with relevant information and making yourself reasonably available for consultation. Your and Company’s responsibility to us is also financial, including the timely payment of our fees.

3. **FEE BASIS:** Effective as of the date first set above (except in connection with the Subject Agreements, as set forth in the following sentence) and on a prospective basis, our percentage fee is five percent (5%) (“**Our Legal Commission**”) of the gross receipts derived by you and/or any of your companies (including Company) related to the Subject Agreements (as amended, extended or replaced) entered into during the term of our representation, within the Scope of Representation. Notwithstanding the foregoing, Our Legal Commission with respect to the Subject Agreements shall exclude only such so-called “in-pocket” advances which have already been paid to you in connection with the First EP and First Album (each as defined in the recording agreement by and between Company furnishing the services of Dominic Fike and Columbia Records dated as of July 28, 2018).

In accordance with the foregoing, Our Legal Commission includes five percent (5%) of the Third Album minimum Profit Advance in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) as set forth in subparagraph 2A.01(b) of the profit split agreement by and between Company and Columbia Records, a Division of Sony Music Entertainment dated as of July 28, 2018. Accordingly, upon execution of this letter, Company shall pay us Twelve Thousand and Five Hundred Dollars (\$12,500), and Company shall pay the balance of the Third Album minimum Profit Advance in the amount of (\$237,500) to Russ August & Kabat’s client trust account.

In addition, you have agreed that from the Sale Proceeds that will be paid or credited to you following consummation of any Fike Rights Catalog Sale, you will pay us a fee equal to five percent (5%) of all Sale Proceeds (“**Our Catalog Fee**”). Our Catalog Fee will be deducted from the Sale Proceeds and payable in cash directly at the same times as payments are made to you or on your behalf. “**Sale Proceeds**” as used herein, means the aggregate gross proceeds credited or paid to you or on your behalf (including, without limitation, by your any of your loan out companies) in connection with any Fike Rights Catalog Sale.

In the event that any relevant third party fails or refuses to pay our firm directly, you agree that you must pay us Our Catalog Fee in cash within two (2) business days following your receipt of the Sale Proceeds.

Notwithstanding the foregoing, in the event that this agreement is terminated prior to the finalization of all agreements related to any Fike Rights Catalog Sale (the “**Sale Agreement**”), we shall still be entitled to Our Fee provided that: (i) the Sale Agreement is entered into after the Term with a purchaser that presented an offer or a letter of intent (“**LOI**”) during the Term which such offer was accepted in principle by you during the Term; or (ii) the Sale Agreement is entered into after the Term

in connection with an offer or LOI received by you within nine (9) months after the Term from a purchaser introduced to you by us and/or any party to whom we provided details of the Catalog Sale during the Term.

4. COSTS AND EXPENSES: In addition to the above fee, we will expect payment for disbursements to third parties (e.g., copyright search, title report or corporate filing fees) and other out-of-pocket charges such as telefaxes, messengers, photocopying, long distance phone calls, federal express, courier and air freight charges, travel expenses and computer database use (e.g., LEXIS-NEXIS).

5. BILLING: We typically do not regularly bill our percentage fee-based clients for Legal Commissions. Instead, we depend upon our clients and their business managers or accountants to send us or Legal Commissions as and when income paid under the Subject Agreements is received. You and Company will be billed periodically for the out-of-pocket charges referenced in paragraph 4 above.

6. CALENDAR ITEMS: You and Company understand that agreements entered into by you and/or Company with third parties may require you to give notice, exercise your rights (e.g., options), or make other decisions within certain time periods (for example, exercising any audit rights, granting an approval or consent, filing or replying to legal claims). You and Company understand and agree that we will not be responsible for monitoring or advising you and/or Company of the expiration of those time periods, or any dates or calendar items, on your behalf. Additionally, to the extent that we may receive files from your and Company's prior counsel, we will not generally be reviewing those files or any prior agreements contained therein. Of course, we will review those files to the extent you advise us of matters in progress or which hereafter arise for which we are rendering specific services on your behalf, but we will not be reviewing those files for monitoring or advising you respecting time periods, as discussed above.

7. TERMINATION OF SERVICES: We trust that our relationship with you will be a long and fruitful one. Nevertheless, you are free to terminate our representation of you at any time unless judicial approval is required for us to withdraw. Subject always to any applicable rule of court, we may terminate this agreement for any reason, including but not limited to, if you fail to honor the terms of this agreement or if, in our professional judgment, we are unable to continue the representation consistent with our ethical obligations. Such determination shall not, however, relieve you and/or Company of the obligation to pay the fees due for services rendered and disbursements incurred prior to such termination. Upon the termination of our representation, our attorney-client relationship will end unless we agree to continue the representation on other matters. We shall have no continuing obligation to advise you on any matter unless we otherwise agree in writing. Upon termination of the engagement we will, at your expense, follow your reasonable instructions regarding return or disposition of client files (which shall not include our own information and work product) except to the extent that applicable law may allow us to exercise an attorney's lien for unpaid fees or expenses against property in our possession. We may in our discretion also decide to return your files to you upon termination of the engagement. In either case, we may, in our discretion (and at our own expense), retain copies of any files returned to you or otherwise disposed of at your directions. You agree that your files and records do not include routine email and electronic or voice mail communications generated in the course of an engagement or handwritten or other notes for its

attorneys' own use, and that we shall have no obligation to retain such communications in the course of an engagement or, upon termination of the engagement, to search for, return, dispose of or destroy such communications. Upon conclusion of our services, we will retain your files for a period of seven (7) years which period begins when our representation is concluded. At the end of seven (7) years, the files may be destroyed unless you notify us to the contrary in writing.

8. ARBITRATION. To the extent a dispute arises between us that cannot be resolved by good faith discussions, we believe such disputes can be resolved more quickly and with less expense to everyone by binding arbitration instead of court action. In arbitration, both parties agree to submit the dispute to a judge or arbitrator and to abide by the arbitrator's decision. Rules of evidence and procedure are often less formal than in a court trial. In arbitration, there is no right to a trial by jury and the arbitrator's legal and actual determinations are generally not subject to appellate review. Arbitration usually results in a decision much more quickly than court proceedings. Please note that you are free to consult with other counsel regarding this agreement to arbitrate disputes. By signing this letter, you agree that, if any dispute arising out of or relating to this agreement and/or our representation of you, such dispute, except as otherwise expressly limited by law, shall be resolved by submission to binding arbitration in New York before a neutral arbitrator in accordance with and under the rules of the American Arbitration Association, unless we mutually agree in writing to another arbitration service. The parties shall be entitled to take discovery in accordance with the provisions of the New York Code of Civil Procedure applicable to the conduct of arbitration proceedings. The arbitration shall be conducted in the English language in New York, New York. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. The arbitrators shall apply the substantive law of New York to any such dispute. The prevailing party shall be entitled to recover all reasonable attorneys' fees and costs.

Pursuant to New York law, you and Company are advised that the fee arrangement set forth in this letter is not set by law, but is negotiable between you and/or Company and the firm. We believe that this fee arrangement is fair and reasonable under New York law, including the New York Rules of Professional Conduct. We urge you and Company to consult, if you or Company wish, with an independent lawyer of your or Company's choice about this fee arrangement. If you, or any independent lawyer, have any questions about this fee arrangement, please feel free to call me. However, your and Company's signature on this letter will memorialize your and Company's agreement to the fee arrangement described in this letter.

If the foregoing is in accordance with your understanding, please indicate your acceptance thereof by signing at the place provided below. We look forward to working with you.

Sincerely yours,
Sedlmayr & Associates, P.C.

By: _____
Theo Sedlmayr

I have read the foregoing and understand it. I acknowledge that I have had the opportunity to consult with the counsel of my choice other than Sedlmayr & Associates, P.C., and I have done so or decided not to, even though the firm has encouraged me to do so.

AGREED AND ACCEPTED:

Sandy Boys, LLC

By: _____
Herbert Battle, An Authorized Representative

ACKNOWLEDGED AND AGREED:

Herbert Battle

Stanley Gabart

Javier Sang

Daniel Alvarez

David Fernandez