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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
conveying
Musicom Corporation

Individual(s)
 General Partnership
 Corporation-Country (Virginia)
 Association
 Limited Partnership
Other

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment
 Security Agreement
 Merger
 Change of Name
 Other

Execution Date: December 11, 1995

2. Name and address of receiving party(ies)
Name: Musicom Limited Partnership
Internal Address: 225 East 24th Street
New York, NY 10010

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership (New York)
 Corporation-State
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 74/729,299
B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Elizabeth Pearce
Entertainment Drive LLC
225 East 24th Street
NEW YORK State: NY Zip: 10010

6. Total number of applications and registrations involved..... 1
7. Total fee (37 CFR 3.41)..... \$ 40.00

Enclosed
 Authorized to be charged to deposit account.

8. Deposit account number
(Attach duplicate copy of this page if paying by deposit account).

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael Bolanos
Name of Person Signing

Michael Bolanos
Signature

July 31, 2000
Date

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MUSICOM LIMITED PARTNERSHIP
A NEW YORK LIMITED PARTNERSHIP

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MUSICOM LIMITED PARTNERSHIP
A NEW YORK LIMITED PARTNERSHIP

This LIMITED PARTNERSHIP AGREEMENT ("Agreement") is entered into and shall be effective as of *December 11*, 1995, by and between MUSICOM COMPANY, a Virginia corporation (the "General Partner"), and the limited partners listed on Schedule A attached hereto (the "Limited Partners"), pursuant to the provisions of the New York Revised Limited Partnership Act, on the terms and conditions set forth hereinafter.

Section 1

THE PARTNERSHIP

1.1. Organization. The Partners hereby agree to organize as a limited partnership pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.2. Partnership Name. The name of the Partnership shall be Musicom Limited Partnership (the "Partnership") and all business of the Partnership shall be conducted in such name. The Partnership shall hold all of its property in the name of the Partnership and not in the name of any Partner.

1.3. Purpose. The purpose of the Partnership is to directly or indirectly acquire, own, maintain, sell or otherwise dispose of investments in Entertainment Drive, L.L.C., a Delaware limited liability company ("Entertainment Drive") and to do any and all activities related or incidental thereto.

1.7. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

(a) "Act" means the New York Revised Limited Partnership Act, as amended from time to time (or any corresponding provisions of succeeding law).

(b) "Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) Credit to such Capital Account for any amounts which such Partner is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentence of Regulations Section 1.704-2(g)(1) or Section 1.704-2(i)(5); and

(ii) Debit to such Capital Account for the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(c) "Agreement" or "Partnership Agreement" means this Agreement of Limited Partnership, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires, or any debts or credits thereon, including, without

(d) "Capital Account" means, with respect to any Partner, the Capital Account maintained for such Partner in accordance with the following provisions:

(i) To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 3.3 hereof, and the amount of any Partnership liabilities assumed by such Partner or secured by any Property distributed to such Partner;

(ii) To each Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Partner pursuant to any provision of this Agreement, such Partner's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 3.3 hereof, and the amount of any liabilities of such Partner assumed by the Partnership or secured by any property contributed by such Partner to the Partnership; and

(iii) In determining the amount of any liability for purposes of Sections 1.8(d)(i), and 1.8(d)(ii) hereof, there shall be taken into account Code Section 752 and any other applicable provisions of the Code and Regulations.

The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the

Partnership or Partners) are computed in order to comply with such regulations, the General Partner may make such modification, provided that it does not have a material effect on the amounts distributable to any Partner pursuant to Section 12 hereof upon the dissolution of the Partnership. The General Partner also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

(e) "Capital Contributions" means, with respect to any Partner, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Partnership with respect to the Partnership Interest held by such Partner pursuant to the terms of this Agreement.

(f) "Code" means the United States Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(g) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for United States federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership;

(ii) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional Interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of Property as consideration for an Interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

(iii) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(iv) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Section 3.3 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent the General Partner determines that an adjustment pursuant to subparagraph (ii) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

(h) "Interest" or "Percentage Interest" means an ownership interest in the Partnership by a Partner, including any and all benefits to which the holder of such an Interest may be entitled as provided in this Agreement, together with all obligations of such Partner to comply with the terms and provisions of this Agreement.

(i) "Net Cash From Operations" means the gross cash proceeds from Partnership operations less the portion thereof used to pay or establish reserves for all Partnership expenses, debt payments, capital improvements, replacements and contingencies, all as reasonably determined by the General Partner. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances, but shall be increased by any reductions of reserves previously established.

(j) "Net Cash From Sales" means the net cash proceeds from all sales and other dispositions of the Partnership Property other than in the ordinary course of business, or any similar transaction, which under generally accepted accounting principals is deemed attributable to capital.

(k) "Partners" means the General Partner and the Limited Partner, collectively. "Partner" means any one of the Partners.

(l) "Person" means any individual, partnership, corporation, trust, or other entity.

(m) "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(ii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss as determined for United States federal income tax purposes;

(iii) In the event the Gross Asset Value of any Partnership asset is adjusted, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for United States federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account depreciation for book purposes for such fiscal year or other period; and

(vi) Notwithstanding any other provision of this subsection, any items which are specially allocated pursuant to Section 3.3 hereof shall not be taken into account in computing Profits or Losses.

(n) "Property" means all real and personal property acquired by the Partnership and any improvements thereto, and shall include both tangible and intangible property.

(o) "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(p) "Transfer" means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, or otherwise dispose of.

Section 2

CAPITAL CONTRIBUTIONS

2.1. Partners. The names, addresses, agreed upon initial Capital Accounts and Percentage Interests of each of the Partners are as set forth in Schedule A attached hereto.

2.2. Additional Capital Contribution by General Partner. The General Partner shall at all times maintain a minimum Capital Account balance equal to 1% of the total positive Capital Account balances for the Partnership. Whenever a Limited Partner makes a Capital Contribution to the Partnership, the General Partner shall contribute immediately to the Partnership capital equal to 1.01% of the Limited Partner's Capital Contribution. Capital Accounts and Capital Contributions shall be determined pursuant to Regulations Section 1.704-1(b)(2)(iv).

2.3. Other Matters.

(a) Except as may otherwise be provided herein, no Partner shall demand, or receive a return of his Capital Contributions or withdraw from the Partnership without the consent of all Partners.

Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash except as may be specifically provided herein.

(b) No Partner shall receive any interest, salary or drawing with respect to his Capital Contributions or his Capital Account or for services rendered on behalf of the Partnership or otherwise in his capacity as a Partner, except as otherwise provided in this Agreement.

(c) No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. A Limited Partner shall be liable only to make his Capital Contributions and shall not be required to lend any funds to the Partnership or, after his Capital Contributions have been paid, to make any additional contributions to the Partnership. The General Partner shall not have any personal liability for the repayment of any Capital Contributions of any Limited Partner.

Section 3 ALLOCATIONS

3.1. Profits. After giving effect to the special allocations set forth in Section 3.3 hereof, Profits for any fiscal year shall be allocated among the Partners as follows:

(a) First, to the General Partner to the extent of the Losses allocated to the General Partner pursuant to Section 3.2(b), until the cumulative Profits allocated to the General Partner pursuant to this Section 3.1(a) for the current fiscal year and all prior fiscal years is equal to the cumulative Losses allocated for all prior fiscal years pursuant to Section 3.2(b); and Partnership income and gain shall be

(b) Second, the balance, if any, 16% to the Limited Partners, as a class, and 84% to the General Partner.

3.2. Losses.

(a) After giving effect to the special allocations set forth in Section 3.3 hereof, Losses for any fiscal year shall be allocated 16% to the Limited Partners, as a class, and 84% to the General Partner.

(b) The Losses allocated pursuant to Section 3.2(a) hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Partner who is not a General Partner to have an Adjusted Capital Account Deficit at the end of any fiscal year. In the event some but not all of the Partners who are not General Partners would have Adjusted Capital Account Deficits as a consequence of such an allocation of Losses, the limitation set forth in this Section (b) shall be applied on a Partner by Partner basis so as to allocate the maximum permissible loss to each Partner who is not a General Partner under Regulations Section 1.704-1(b)(2)(ii)(d). All Losses in excess of the limitations set forth in this Section 3.2(b) shall be allocated to the General Partner.

3.3. Special Allocations. The following special allocations shall be made in the following order:

(a) Qualified Income Offset. In the event any Partner who is not a General Partner unexpectedly receives any adjustments, allocations, or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the

Adjusted Capital Account Deficit of such Partner as quickly as possible, provided that an allocation pursuant to this Section 3.3(a) shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 3 have been tentatively made as if this Section 3.3(a) were not in the Agreement.

(b) Gross Income Allocation. In the event any Partner who is not a General Partner has an Adjusted Capital Account Deficit at the end of any Partnership fiscal year, each such Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 3.3(b) shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 3 have been made as if Section 3.3(a) hereof and this Section 3.3(b) were not in the Agreement.

(c) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.

(d) Minimum Allocations to General Partners. In no event shall the aggregate amount of Profits or Losses allocated to the General Partner be less than 1% of the Profits or Losses allocated to all Partners hereunder. In the event that such aggregate amount of Profits or Losses would, but for the provisions of this paragraph, be less than 1% of the Profits or Losses allocated to all Partners, then the amount otherwise allocable to the Limited Partners shall be reduced proportionately to the extent necessary to achieve such 1% allocation and such amount shall be reallocated to the General Partner.

(e) Curative Allocations. The allocations set forth in Sections 3.3(a), 3.3(b), and 3.3(c) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of Regulations Section 1.704-1(b). Notwithstanding any other provision of this Section 3 (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other Profits, Losses, and items of income, gain, loss, and deduction among the Partners so that, to the extent possible, the net amount of such allocations of other Profits, Losses, and other items and the Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to such Partner if the Regulatory Allocations had not occurred. Notwithstanding the preceding sentence, Regulatory Allocations relating to Nonrecourse Deductions shall not be taken into account except to the extent that there has been a reduction in Partnership Minimum Gain.

(f) Sale. All or a portion of the remaining items of Partnership income or gain for the fiscal year, if any, with respect to all sales or other distributions of Property (other than sales or other dispositions in the ordinary course of business) shall be specifically allocated in the following order and priority:

(i) First, to the General Partner in an amount equal to the excess, if any, of (A) the cumulative Losses allocated to the General Partner pursuant to Section 3.2(b), over (B) the sum of the cumulative gains allocated to the General Partner pursuant to this Section 3.3(f)(i) for all prior fiscal years plus the cumulative Profits allocated to the General Partner pursuant to Section 3.1(a) hereof for all prior fiscal years;

(ii) Second, 84% to the General Partner and 16% to the Limited Partners, as a class, of an amount equal to the excess, if any, of (A) the aggregate distributions pursuant to Section 4.1 hereof from the commencement of the Partnership, over (B) the sum of the cumulative Profits allocated pursuant to Section 3.1(b) hereof for all prior fiscal years and the cumulative gains allocated pursuant to this Section 3.3(f)(ii) for all prior fiscal years; and

(iii) Third, the balance if any, 84% to the General Partner and 16% to the Limited Partners, as a class.

3.4. Other Allocation Rules.

(a) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the General Partner using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Partners in the same proportions as they share Profits or Losses, as the case may be, for the year.

(c) The Partners are aware of the income tax consequences of the allocations made by this Section 3 and hereby agree to be bound by the provisions of this Section 3 in reporting their shares of Partnership income and loss for income tax purposes.

3.5. Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Partnership shall, solely for income tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for income tax purposes and its initial Gross Asset Value.

In the event the Gross Asset Value of any Partnership asset is adjusted, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 3.5 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

3.6. Division Among Limited Partners. All allocations to the Limited Partners as a class shall be divided among them in proportion to the Percentage Interest as determined by the General Partner, held by each such Limited Partner.

Section 4
DISTRIBUTIONS

4.1. Distribution of Net Cash From Operations. Except as may otherwise be provided in Section 12 hereof, Net Cash From Operations, if any, shall be determined annually by the General Partner and the amount so determined shall be distributed 84% to the General Partner and 16% to the Limited Partners, as a class.

4.2. Distributions of Net Cash From Sales. Subject to Section 4.3, Net Cash from Sales, if any, shall be determined by the General Partner and shall be distributed to the Partners in the following order:

(a) First, to the Partners in proportion to and to the extent of each Partner's Unreturned Capital Contribution; and

(b) Second, the balance, if any, 84% to the General Partner and 16% to the Limited Partners, as a class.

(c) "Unreturned Capital Contribution" means a Partner's Capital Contribution reduced by the aggregate amount of Property distributed to the Partner pursuant to Section 4.2(a).

4.3. Tax Payment Distributions.

(a) The Partnership shall distribute Net Cash From Sales to each Partner, from time to time, on the dates that the General Partner reasonably determines are required to enable the Partners to pay Federal, state and local taxes (including any estimated tax payments) with respect to taxable income allocated to each Partner under this Agreement, in an amount equal to the product of (i) the Top Marginal Rate, multiplied by (ii) the taxable income allocated to that Partner

under this Agreement. "Taxable Income allocated to that Partner" shall mean, for distributions relating to the first three quarters of the Partnership's tax year, the taxable income that the General Partner reasonably expects to allocate to that Partner for the relevant fiscal period, and, for distributions relating to the last quarter of the Partnership's tax year, the actual income allocated or to be allocated to such Partner for the Partnership's prior tax year. "Top Marginal Rate" means, initially, the rate of 44% which shall be increased, from time to time, by the General Partner, in its sole discretion, to equal the greatest maximum aggregate Federal, state and local rate payable by a Partner.

(b) In addition to distributions under Section 4.3(a) above, prior to the commencement of dissolution and liquidation of the Partnership as provided in Section 12 hereof, the General Partner shall, in its sole discretion, make distributions of cash to the Partners in such amounts as are required to insure that on a cumulative basis all distributions of Net Cash From Sales made pursuant to Section 4.3(a) from the commencement of the Partnership plus the prior distributions made pursuant to this Section 4.3(b) are in proportion to the amounts required pursuant to Section 4.2.

4.4. Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to the Partnership or the Partners shall be treated as amounts distributed to the Partners pursuant to this Article 4 for all purposes under this Agreement. The Partners may allocate any such amounts among the Partners in any manner that is in accordance with applicable law.

4.5. Division among Limited Partners. All distributions to the Limited Partners as a class shall be divided among them in proportion to the Percentage Interest, as determined by the General Partner, held by each such Limited Partner.

Section 5
MANAGEMENT

5.1. Authority of the General Partner. The General Partner shall have the sole and exclusive right to manage the business of the Partnership and shall have all of the rights and powers which may be possessed by a general partner under the Act including, without limitation, the right and power to:

(a) acquire by purchase, lease or otherwise any property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;

(b) deal in any Partnership personalty assets;

(c) operate, maintain, finance, improve, own, grant options with respect to, sell, convey, assign, mortgage and lease any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;

(d) execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance and operation of the Property, or in connection with managing the affairs of the Partnership;

(e) borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgage, pledge, or other lien on any Property;

(f) execute, in furtherance of any or all of the purposes of the Partnership, any promissory note, bill of sale, contract or other instrument purporting to convey or encumber any or all of the Property;

(g) prepay in whole or in part, refinance, recast, increase, modify or extend any liabilities affecting the Property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Property;

(h) care for and distribute funds to the Partners by way of cash, income, return of capital or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Partnership or this Agreement;

(i) contract on behalf of the Partnership for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the assets or operations of the Partnership;

(j) engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Property and General Partners' liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified;

(k) make any and all elections for federal, state and local tax purposes including, without limitation, any election, if permitted by applicable law: (i) to adjust the basis of Property pursuant to Code Sections 754, 734(b), and 743(b), or comparable provisions of state or local law, in connection with transfers of Interests and Partnership distributions; (ii) to extend the statute of limitations for assessment of tax deficiencies against the Partners with respect to adjustments to the Partnership's federal, state, or local tax returns; and (iii) to represent the Partnership and the Partners before taxing authorities or courts of competent jurisdiction in tax matters affecting the Partnership and the Partners in their capacities as Partners and to execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Partners with respect to such tax matters or otherwise affect the rights of the Partnership or the Partners.

(l) take, or refrain from taking, all actions, not expressly prohibited or limited by this Agreement, as may be necessary or appropriate to accomplish the purposes of the Partnership;

(m) institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Partnership or the Partners in connection with activities arising out of, connected with, or incidental to this Agreement, and to engage counsel or others in connection therewith;

(n) acquire and enter into any contract of insurance which the General Partner reasonably deems necessary and proper for the protection of the Partnership, for the conservation of any asset of the Partnership, or for any purpose beneficial to the Partnership.

5.2. Right to Rely on General Partner. Any Person dealing with the Partnership may rely (without duty of further inquiry) upon a certificate signed by the General Partner as to:

(a) the identity of the General Partner or the Limited Partners;

(b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;

(c) the Partners who are authorized to execute and deliver any instrument or document of the Partnership; or

(d) any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

5.3. Compensation.

(a) Compensation and Reimbursement. No Partner shall receive any salary, fee or draw for services rendered to or on behalf of the Partnership.

(b) Expenses. The General Partner may charge the Partnership for any direct expenses reasonably incurred in connection with the Partnership's business.

Section 6
RIGHTS, RESTRICTIONS, REPRESENTATIONS AND OBLIGATIONS
OF THE LIMITED PARTNERS

6.1. No Control. The Limited Partners, in their capacity as a Limited Partners, shall not take part in the management of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership.

6.2. Limitation of Liability. Pursuant to the Act, the Limited Partners, in their capacity as a Limited Partners, shall not have any personal liability whatsoever for the debts of the Partnership or any of its losses beyond the amount committed by each such Limited Partner to the capital of the Partnership as set forth opposite each such Limited Partner's name in Schedule A attached hereto.

6.3. Voting. In the event that the consent of the Limited Partners shall be required for any action hereunder and no specific proportion stated, the consent of the Limited Partners holding more than fifty percent (50%) of the total Percentage Interests of all Limited Partners shall be required for such action.

Section 7
RECORDS AND ACCOUNTING

7.1. Records and Accounting. Proper and complete records and books of account of the business of the Partnership shall be maintained at the Partnership's principal place of business.

7.2. Reports. As soon as practicable after the end of each fiscal year, the General Partner shall deliver to the Partners an unaudited financial report of the Partnership, or more frequently as determined by the General Partner.

7.3. Tax Information. Within ninety (90) days after the end of each fiscal year or prior to the day on which the Partnership's tax return for such fiscal year is filed, whichever is sooner, the General Partner will cause to be delivered to each Person who was a Partner at any time during such fiscal year all information necessary for the preparation of such Partner's income tax returns, including a statement showing such Partner's distributive share of the Partnership's income, gains, losses, deductions, credits and tax preferences for the taxable year of the Partnership ending within or with its taxable year for income tax purposes, and the amount of any distribution made to or for the account of such Partner pursuant to this Agreement.

7.4. Tax Returns. The General Partner shall cause all required information returns for the Partnership to be prepared and timely filed with the appropriate authorities.

7.5. Partnership Funds. The funds of the Partnership shall be deposited in the bank account or accounts, or invested in other investments, as shall be designated by the General Partner. Such funds shall not be commingled with funds of any other entity. Withdrawal of the funds shall be made upon the signatures designated by the General Partner.

7.6. Accounting Decisions. All decisions as to accounting principles used for financial reporting and tax accounting purposes shall be made by the General Partner on a basis that is acceptable to the Partnership's accountants notwithstanding any other provisions to the contrary contained in this Agreement.

7.7. Fiscal Year. The fiscal year of the Partnership shall be the calendar year, unless otherwise approved by the General Partner. As used in this Agreement, a fiscal year shall include any partial fiscal year at the beginning and end of the Partnership term.

Section 8
AMENDMENTS

8.1. Amendment. Except as otherwise required by law or as provided elsewhere in this Agreement, this Agreement may be amended in any respect only upon the consent of Partner(s) holding greater than 75% of the Percentage Interests of all of the Partners; provided, however, that without the consent of each Partner to be adversely affected by the amendment, the Agreement may not be amended so as to (i) convert all or any portion of a Limited Partner Interest into a General Partner Interest, (ii) modify the limited liability of a Limited Partner, (iii) alter the interest of any Partner in the income or losses, or in cash distributions of the Partnership, or the amount of Capital Contributions; (iv) violate the Act; or (v) affect the status of the Partnership as a partnership for income tax purposes.

Section 9
TRANSFERS OF INTERESTS BY PARTNERS

9.1. Restriction on Transfers. No Partner shall Transfer all or any portion of such Partner's Interest; provided, however, that any Partner may, upon his death, transfer his Interest to his executor, administrator or personal representative of his estate and, in the case of the General Partner, its successor in interest, if any. Each Partner hereby acknowledges the reasonableness of the restrictions on transfer imposed by this Agreement in view of the purposes of the Partnership and the provisions of the Act.

9.2. Prohibited Transfers.

(a) Any purported transfer of any Interest held by a Partner that is not permitted by this Agreement shall be null and void and of no effect whatever. The Partner attempting such transfer shall be liable to indemnify the Partnership and the other Partners for all cost, liability and damage that they may incur as a result of such attempted transfer. In the event that the Partnership is required to recognize a transfer of a Partnership Interest not otherwise permitted by this Agreement, the transferee of such Interest (the "Prohibited Transferee") (i) shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Interest, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Partnership) to satisfy any debts, obligations, or liabilities for damages that the transferor of such Interest or the Prohibited Transferee may have to the Partnership, and (ii) shall have no right to vote and his consent shall not be required in any matter requiring vote or consent by the Partners.

(b) The Partnership shall have the option of purchasing the Prohibited Transferee's Interest in the Partnership at a purchase price equal to the Capital Account (or pro rata part thereof) of the Partner from whom the Prohibited Transferee received his Interest. Such purchase price shall be paid in equal annual installments over a period of thirty (30) years. The Prohibited Transferee shall not be entitled to interest on the unpaid portion of the purchase price. The Partnership shall notify the Prohibited Transferee in writing of its intention to exercise its option to purchase within ninety (90) days of receiving notice of such transfer. The Prohibited Transferee shall sell, and the Partnership shall buy, the Prohibited Transferee's

Interest in the Partnership within sixty (60) days of the date the Partnership sends the Prohibited Transferee written notice of its intent to exercise its option to purchase.

9.3. Rights of Unadmitted Assignees. A Person who acquires a Partner's Interest pursuant to a Prohibited Transfer shall be considered an unadmitted assignee of the Interests and shall be entitled only to allocations and distributions with respect to such Interests in accordance with this Agreement, and shall have no right to vote with respect to any Partnership matter, shall have no right to any information or accounting of the affairs of the Partnership, shall not be entitled to inspect the books or records of the Partnership, and shall not have any of the rights of a General Partner or a Limited Partner under the Act.

Section 10 GENERAL PARTNER

10.1. Additional General Partners. Except as provided in this Section 10, no Partner shall be admitted to the Partnership as a General Partner without the unanimous consent of the Partners.

10.2. Removal of General Partner. The General Partner may not be removed by a vote of the Limited Partners or otherwise.

10.3. Successor General Partner. In the event the General Partner liquidates, or resigns a successor General Partner may be selected by the Partner(s) holding greater than 50% of the Percentage Interests of all Partners (including the predecessor General Partner). The successor General Partner shall become a General Partner upon its written acceptance of the appointment and written agreement to be bound as a General Partner under the terms of this Agreement. In the event a successor General Partner is designated and accepts the designation,

successor General Partner shall assume all the duties and obligations of the predecessor General Partner set forth in this Agreement including all of the General Partner's obligations to banks or other lending institutions.

10.4. Replacement of General Partner.

(a) In the event a successor General Partner is selected pursuant to Section 10.3, such retiring General Partner's Interest shall be purchased by such successor General Partner at its Capital Account value.

(b) All funds advanced or loaned to the Partnership by the removed or resigned General Partner shall be repaid to the resigned General Partner upon the date the successor General Partner is admitted.

10.5. Rights of Resigned General Partner.

(a) The resignation of a General Partner shall not affect its right to reimbursement of certain expenses or other loans made by such resigned or removed General Partner to the Partnership in accordance with the provisions of this Agreement.

(b) A resigned General Partner (which term, for purposes of this section, shall include its successors and assigns) shall be liable for all of its obligations and liabilities hereunder incurred or accrued prior to the date of such event, and for any damages arising out of any breach of this Agreement by it, but it shall not have any obligation or liability on account of the business of the Partnership or the activities of any other General Partner occurring after its resignation or removal.

Section 11
LIMITED PARTNERS

11.1. Withdrawal. A Limited Partner may not withdraw from the Partnership.

11.2. Forfeiture. In the event a Limited Partner voluntarily ceases his employment with, or is terminated for cause from the employment of, Entertainment Drive, pursuant to the terms of each such Limited Partner's employment agreement with Entertainment Drive (hereinafter referred to as an "Employment Termination Event"), such Limited Partner shall forfeit his Partnership Interest (including rights to allocations of income, gain and Profits, and distributions of Net Cash from Operations and Net Cash From Sales) pursuant to the following schedule:

<u>Employment Termination Event Occurring Prior to:</u>	<u>Percent Forfeited:</u>
November 30, 1996	100.00%
November 30, 1997	66.67%
November 30, 1998	33.33%
Any time thereafter	0.00%

Any Interest so forfeited by such Limited Partner shall be deemed automatically transferred and sold to the Partnership as of the date of such transfer for the sum of \$1. The General Partner is hereby appointed such forfeiting Limited Partner's attorney-in-fact for the purpose of executing any and all instruments of conveyance or other documents as may be necessary in the opinion of the Partnership's

ounsel to effect such transfer of such Limited Partner's forfeited interest. Such forfeiting Limited Partner shall not be entitled to any other compensation whatsoever for his forfeited Interest.

Additionally, any Interest so forfeited shall reduce the aggregate allocations to the Limited Partners, as a class, as set forth in Sections 3.1(a), 3.2(b), 3.3(f)(ii), 3.3(f)(iii), 4.1 and 4.2(b) in proportion to the ratio which such forfeited Interest bears to all interests held by the Limited Partners immediately prior to such forfeiture (as such Interests may have previously been reduced as a result of a forfeiture pursuant to this Section 11.2 or otherwise). The General Partner's allocation in Sections 3.1(a), 3.2(b), 3.3(f)(ii), 3.3(f)(iii), 4.1 and 4.2(b) shall be increased by the amount of any reduction in the Limited Partners' allocations, as a class, as set forth in the preceding sentence.

Section 12

DISSOLUTION AND LIQUIDATION OF THE PARTNERSHIP

12.1. Termination. The Partnership shall continue until the earlier of its expiration on December 31, 2055 or the occurrence of any one or more of the following events:

- (a) the decision of the General Partner to dissolve the Partnership; or
- (b) the occurrence of any other event including, but not limited to, the bankruptcy, insolvency, liquidation, dissolution or winding-up of the General Partner which, under the provisions of the act, would cause a dissolution of the Partnership; provided, however, that upon such a dissolution, the remaining Partners shall upon an affirmative vote of the remaining Partners holding a majority in Interest (as defined in Revenue Procedure 94-46) be deemed to have

formed a successor partnership which shall be governed by all of the provisions of this Agreement, and the business of the Partnership shall be continued by a successor partnership, which shall, for purposes of this Agreement, be deemed to be the "Partnership". No Partner has the right, on account of any dissolution of the type described in this subparagraph (b), to have the Partnership's assets applied to the discharge such Partner's liabilities or to have the value of such Partner's Interest ascertained or paid for.

12.2. Accounting. Upon the dissolution of the Partnership in accordance with the provisions of this Agreement, the Partnership shall immediately commence winding up its affairs and the General Partner shall file a notice of dissolution or cancellation in accordance with the provisions of the Act. The proceeds from liquidation of Partnership assets shall be distributed and applied as set forth in Section 12.4.

12.3. Winding-up of Affairs. The winding-up of the affairs of the Partnership and the distribution of its assets shall be conducted exclusively by the General Partner or its successor(s), which are hereby authorized to do all acts authorized by law for these purposes. Without limiting the generality of the foregoing, the General Partner, in carrying out such winding-up and distribution, shall have full power and authority to sell all or any of the Partnership assets or to distribute the same in kind to the Partners. Any assets distributed in kind shall be subject to all operating agreements or other agreements relating thereto which shall survive the termination of the Partnership.

12.4. Distribution.

(a) Upon termination of the Partnership, the affairs of the Partnership shall be wound up and all of its debts and liabilities discharged in the order of priority as provided by law. The fair market value of the respective remaining assets of the Partnership shall then be determined, with the fair market value of any assets other than cash being determined by an independent appraiser selected by the General Partner. Thereupon, the assets of the Partnership shall be distributed to the Partners as provided in Section 4. For purposes of such allocation only, it shall be assumed that the Partnership assets other than cash had been sold for an amount equal to their fair market value as determined above, and that the income, gain or loss from such sale had been allocated in accordance with Section 3. Each Partner shall receive such Partner's share of the assets in cash or in kind, and the proportion of such share that is received in cash may vary from Partner to Partner, all as determined in the sole discretion of the General Partner. Except as provided below, if such distributions are insufficient to return to any Partner the full amount of such Partner's Capital Contributions, such Partner's shall have no recourse against the Partnership or any other Partner.

(b) The proceeds of liquidation and any unliquidated Partnership assets shall be distributed as set forth in Section 4. Any reserves established by the General Partner in the course of such distribution shall be held for so long as the General Partner shall deem necessary in a special account maintained by the General Partner for the purpose of paying contingent or unforeseen liabilities or obligations. At the time the General Partner determines that there is no longer a need for the reserve it shall be distributed as set forth in Section 4. The distribution of the reserve shall commence where the

initial distribution of the assets of the Partnership ended. For purposes of this Section 12.4, expenses of dissolution and liquidation shall be treated as debts and obligations of the Partnership.

(c) Notwithstanding any other provisions of this Agreement, in the event that any Partner's Capital Account is less than zero after allocations of income and loss pursuant to Article 3 and following any distribution made pursuant to Section 12.4(b), such Partner shall contribute cash to the Partnership in an amount necessary to restore such deficit balance to zero in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(3), provided, however, that no Limited Partner who is not a General Partner shall be obligated to restore such Limited Partner's deficit balance, if any, in its Capital Account. Such restoring contribution by the Partner shall be made by the end of the Partnership's tax year during which the liquidation occurs or, if later, within ninety (90) days after the date of such liquidation. The obligation to make this cash payment shall be an unconditional personal liability of any Partner. Any cash contributed to the Partnership pursuant to this Section 12.4 shall first be applied to claims of creditors and thereafter distributed to the Partners in proportion to their respective positive Capital Account balances.

Section 13
MISCELLANEOUS

13.1. Notices. All notices, consents, approvals, requests, demands or other communications ("notices") which any of the parties to this Agreement may be required to give hereunder, shall be in writing and shall be deemed properly given if (i) hand delivered, (ii) sent by private or public mail carrier which provides evidence of delivery, or (iii) sent by mail, postage prepaid, return receipt requested, addressed to such Partner at the same address set forth in Schedule A

attached hereto or to such other addresses as may be designated by the respective Partners by notice to the Partnership. Any notice to be given by any Partner may be given by counsel for that Partner.

All notices shall be effective as of the date received or the date receipt is denied.

13.2. Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors and assigns.

13.3. Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

13.4. Time. Time is of the essence with respect to this Agreement.

13.5. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

13.6. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such legality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

13.7. Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

13.8. Further Action. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

13.9. Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Partner or Partners may require.

13.10. Governing Law. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Partners.

13.11. Waiver of Action for Partition. Each of the Partners irrevocably waives any right that he may have to maintain any action for partition with respect to any of the Partnership Property.

13.12. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement
of Limited Partnership as of the date and year first above set forth.

GENERAL PARTNER:

MUSICOM CORPORATION

By: *[Signature]*

Its: President.

LIMITED PARTNERS:

[Signature]
ROSAKIA SINISI, Individually

[Signature]
JEFFREY KING, Individually

[Signature]
RUSSELL GRANGER, Individually

[Signature]
WILLIAM KANE, Individually

SCHEDULE A
Dated December 11, 1995

Musicom Limited Partnership

<u>Name and Address</u>	<u>Percentage Interest</u>	<u>Initial Capital Account</u>
General Partner: Musicom Corporation 225 East 24th Street New York, NY 10010	99.0000%	\$9,652,500.00
Limited Partners:		
Rosaria Sinisi 16 Clifton Place Brooklyn, New York 11238	0.2500%	\$ 24,375.00
Jeffrey King 225 East 25th St NY, NY 10010	0.5000%	\$ 48,750.00
Russell Granger 101 South St Morristown, NJ 07960	0.1875%	\$ 18,281.25
William Kane 314 Waverly Ave NY, NY 11205	0.0625%	\$ 6,093.75
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	100%	\$ 9,750,000