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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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SHAUNA MCKENZIE-MORRIS

Plaintiffs,

v.

Case No. 1:22-cv-1138-GHW

**THIRD AMENDED COMPLAINT  
AND DEMAND FOR BENCH TRIAL**

V.P. RECORDS RETAIL OUTLET, INC.,  
V.P. MUSIC GROUP, INC., V.P. RECORD  
DISTRIBUTORS, LLC, V.P. RECORDS OF  
BROOKLYN LLC, GREENSLEEVES  
PUBLISHING, LTD, and STB MUSIC INC.

Defendants.

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**Plaintiffs Shauna McKenzie-Morris p/k/a Etana (“McKenzie”), pro se Plaintiff as and for her third amended complaint against the defendants V.P. Records Retail Outlet, Inc., V.P. Music Group, Inc., V.P. Record Distributors, LLC, VP Records of Brooklyn LLC (collectively, “VP Records”), Greensleeves Publishing, Ltd (“GPL”), and STB Music Inc. (“STB”) (VP Records, GPL and STB are collectively referred to herein as “Defendants”) hereby allege as follows: INTRODUCTION**

1. McKenzie is professionally known as Etana and is a Jamaican reggae and two-time Grammy-nominated recording artist and songwriter.

2. Since her first commercial release in 2006, McKenzie has sold millions of albums worldwide, including one certified gold song and receiving two awards for topping the Billboard Reggae Charts. She is the first female artist to receive two Grammy nominations in the Reggae album category.

From 2007 through 2014, McKenzie, in her individual capacity, entered into a series of contracts with Defendants wherein McKenzie granted Defendants rights to exploit and/or administer McKenzie’s written music, her recording services and her image, name and likeness on and in connection with her musical compositions, albums, and sound recordings (collectively, the “Intellectual Property (ies)”), including but not limited to “The Strong One,” “Free Expressions,” “Better Tomorrow,” and “I Rise” but exclusive of certain titles, which are indicated in Exhibit “A” (I am Not Afraid, Free, Wrong address, Happy heart, Roots, live & Love life, Jah Chariot, Don’t Forget, Nuclear, Mocking Bird and I know You

Love) which are titles all recorded prior to McKenzie's 2007 recording agreement with defendant, here in as the "controlled compositions". Exhibit "B." provides an affidavit from Kemar McGregor co-creator of five of the said titles specifically (I am Not Afraid, I know you love me, Happy Heart, Mockingbird and Free) attesting to the proven fact of the time of creation which pre-dates the recording agreement, with a list of additional titles.

Additionally Exhibit C contains productions agreements from other co-creators hired by McKenzie to create the following titles (Roots, Wrong Address, Nuclear, Don't Forget and Jah Chariot). On July 10, 2008, McKenzie entered a shortform deal memo for a publishing agreement with Greensleeves Publishing Limited, the terms of said shortform agreement is annexed in **Exhibit D**.

On or about November 2008 McKenzie and Greensleeves finalized a longform of the Publishing agreement which was backdated December 1, 2007. The agreement with Greensleeves Publishing Limited, a United Kingdom registered company for a five-year term, which ended December 1, 2012, " See Exhibit E attached.

McKenzie's agreement with Greensleeves granted them rights to administer written works by McKenzie and 50/50 ownership of all works written during the

term of the agreement. In 2014 McKenzie entered a co-publishing agreement with Greensleeves Publishing Limited provisioned there in “The term of this Agreement shall commence as of the date first set forth above and continue for a period co-terminus with the term of that certain agreement between Writer and VP Music Group, Inc. dated May 1, 2007.” Upon delivery of the fourth album under the May 1, 2007, agreement the co-publishing agreement with Greensleeves also expired.

3. Despite McKenzie’s commercial success to date, the Defendants VP Records and Greensleeves Publishing Limited has violated McKenzie’s rights and interest in all her works created prior to and during the time of the agreements. Specifically, McKenzie’s copyright interest in all the titles registered by VP Records/Greensleeves/STB with the US Copyright office, all which states McKenzie as a “work for hire” individual whose rights is supposedly transferred through written agreement. The Defendants also violated McKenzie’s rights to all income earned from the exploitation of all her works created prior to and during the agreements. Specifically, by failing to uphold their fiduciary duties of providing accurate and industry standard accounting statements for royalties (artist royalties, Mechanical royalties, public performance royalties, other licensing and synchronization income) earned on all of McKenzie’s titles written and recorded.

4. Similar to the issues raised in the matter of McGregor v. VP Records et al., 17-CV3917 (E.D.N.Y. 2018), this action arises because Defendants have fraudulently concealed their true use and disposition of Plaintiffs' Intellectual Property, have either failed to render proper accounting statements regarding Plaintiffs' royalties or intentionally rendered dishonest and grossly deficient accounting statements, and have infringed upon the rights granted to Plaintiffs under the Copyright Act, all in an effort to pocket millions of dollars of Plaintiffs' royalties. In so doing, Defendants have shown an utter disregard for their contractual obligations and have flagrantly abused the more than a decade relationship of trust and confidence placed in them by Plaintiffs.

5. Ultimately, Plaintiffs bring this action seeking to put an immediate stop to, and to obtain redress for, Defendants' blatant and purposeful infringement of the copyright in Plaintiff's Intellectual Property, which are listed in the annexed **Exhibit "A"** along with their respective valid Certificates of Copyright Registration issued by the Register of Copyrights (the "Controlled Compositions"). Defendants also fraudulently registered with the Copyright Office and failed to credit and account on certain co-owned and/or co-published musical Intellectual Property, which are also listed in **Exhibit "B."** pg 3.

6. Thus, this action also pertains to Plaintiffs' publishing rights. Specifically, Defendants VP Records and GPL have infringed on the publishing rights of Plaintiff to promote, monetize, and generate opportunities for those compositions to be performed and reproduced. Defendants VP Records and GPL have misrepresented their ownership rights in and to several of the Plaintiffs' Intellectual Properties, have unlawfully licensed several Intellectual Properties rightfully owned by Plaintiffs to various entities, including Sony Music/ATV and Warner Music Group, and by so doing have impeded Plaintiffs' ability to enter into such third- party contracts and recoup the benefits thereof.

7. Accordingly, Defendants VP Records and GPL continue to claim sole ownership and publishing rights to not only said compositions but to other Intellectual Property rightfully owned/co-owned by Plaintiffs to performance societies worldwide.

8. Additionally, Defendants VP Records and GPL continue to grant distribution rights to said compositions and other Intellectual Property rightfully owned/co-owned by Plaintiffs despite several requests made to Defendants by Plaintiff to refrain from doing so. Id.

9. Defendants' conduct is causing, and unless immediately enjoined will continue to cause, enormous and irreparable harm to Plaintiffs. Defendants may not continue to exploit Plaintiffs' Intellectual Property without authorization in order to collect profits from the performance revenues of said compositions to the public.

10. Defendants' conduct must immediately be stopped and Plaintiffs must be compensated for Defendants' willful acts of infringement. As such, Plaintiffs seek an order from the Court which enjoins Defendants from directly or indirectly infringing Plaintiffs' rights under federal or state law in the Intellectual Property and any sound recording, whether now in existence or later created, that is owned or controlled by Plaintiffs. Additionally, due to Defendants' failure to properly account and comply with the terms of their respective agreements with Plaintiffs, Plaintiffs seek an order from the Court which terminates Defendants' rights in connection with Plaintiffs' Intellectual Property, clarifies Plaintiffs' ownership rights in their music, directs that all royalties or income due to McKenzie under her agreements with Defendants under the law are to be made through a receiver, administrator, trustee or non-interested third party, and disgorges all earnings which rightfully belong to the Plaintiffs.

**THE PARTIES**

11. Plaintiff McKenzie is one of Reggae music's most successful and distinctive artists.

12. McKenzie is a citizen of the state of Florida who resides in Fort Lauderdale, Florida.

13. Upon information and belief, Defendant V.P. Records Retail Outlet, Inc. is a corporation organized and existing under the laws of the State of New York having a principal place of business at 89-05 138th Street, Jamaica, New York 11435.

14. Upon information and belief, Defendant V.P. Music Group, Inc. is a corporation organized and existing under the laws of the State of New York having a principal place of business at 89-05 138th Street, Jamaica, New York 11435.

15. Upon information and belief, Defendant V.P. Record Distributors, LLC is a limited liability company organized and existing under the laws of the State of New York having a principal place of business at 89-05 138th Street, Jamaica, New York 11435.

16. Upon information and belief, Defendant VP Records of Brooklyn LLC is a limited liability company organized and existing under the laws of the State of New York having a principal place of business at 89-05 138th Street, Jamaica, New York 11435. Upon information and belief, Defendant GPL, formerly Greensleeves Records, a British record label dating to 1977, was acquired by VP Records in 2008 and operates under the laws of the State of New York having a principal place of business at 89-05 138th Street, Jamaica, New York 11435.

17. Upon information and belief, Defendant STB a/k/a "Strictly The Best" was established in 1993 as a publishing arm of VP Records to issue annual reggae compilations

and operates under the laws of the State of New York having a principal place of business at 89-05 138th Street, Jamaica, New York 11435.

**JURISDICTION AND VENUE**

18. Each of the Defendants has maintained substantial and continued contact with New York for many years. Upon information and belief, Defendants are authorized to do business, and have done and continue to do business, and have transacted and continue to transact business in the City and State of New York and have committed and continue to commit tortious acts within the State of New York from which business and acts the causes of action set forth herein arise.

19. Each of the Defendants has also committed tortious acts without the State of New York causing injury to the Plaintiffs within the State and each of the Defendants regularly does and solicits business, engages in persistent course of conduct, and derives substantial revenue from goods used or consumed or services rendered in the State of New York.

20. Each Defendant expected or reasonably should have expected that their acts would have consequences in the State of New York, and they derive substantial revenue from interstate and international commerce.

21. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1331 (i.e., federal question), and 28 U.S.C. § 1338(a) (i.e., copyrights).

22. This Court has personal jurisdiction over this action under 28 U.S.C. § 1332(a).

23. Plaintiffs' state law claims are so closely related to Plaintiff's claims under the Copyright Act that they form part of the same case or controversy under Article III of the United States Constitution. Accordingly, the Court also has jurisdiction over Plaintiff's state

law claims pursuant to 28 U.S.C. § 1367 and § 1332(d)(2).

24. This is a civil action seeking, among others, damages, and injunctive relief for copyright infringement under the Copyright Act of the United States, 17 U.S.C. § 101, et seq.

25. Defendant VP Records has, under the agreements relevant to the instant action, submitted to the jurisdiction of, and venue in the State and Federal courts located in New York in respect of any matters arising under those agreements, and have further agreed to be subject to the exclusive jurisdiction and venue of such courts in connection with such claims, pursuant to the following respective forum selection clauses contained in the 2007 Recording Agreement and the 2014 Recording Agreement:

**2007 Recording Agreement. Provision 18.7:**

This Agreement is entered into in the State of New York and shall be construed in accordance with the laws of New York applicable to contracts entered into and to be wholly performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal Court in the State and County of New York; except that in the event Company is sued or joined in any other court or in any other forum in respect of any matter which may give rise to a claim by Company hereunder, the parties hereto other than Company consent to the jurisdiction of such court or forum over any claim which may be asserted by Company therein.

A copy of the 2007 Recording Agreement is annexed hereto as **Exhibit "G."**

**2014 Recording Agreement. Provision 23(b):**

Except with regard to the provisions of paragraph 9, this Agreement is made in the State of New York and its validity, construction and performance will be governed by the laws of the State of New York applicable to agreements made and to be entirely performed in New York, without regard to any conflicts of laws principles. Except with regard to the provisions of paragraph 9, the Federal and State courts in New York State will have exclusive jurisdiction of any dispute arising under or concerning this Agreement.

A copy of the 2014 Recording Agreement is annexed hereto as **Exhibit "E."**

26. Venue is therefore proper in this district pursuant to 28 U.S.C. § 1391 as

Defendants may be found or transact business in this district and a substantial part of the events giving rise to Plaintiff's claims occurred and are continuing to occur in this district.

**FACTS ALLEGED IN SUPPORT OF ALL CAUSES OF ACTION**

**A. MCKENZIE**

27. McKenzie is a recording artist, singer, songwriter, humanitarian, powerhouse vocalist, and Grammy Award nominee.

28. A young budding reggae artist who hails from an impoverished ghetto community in eastern Kingston called "August Town" began her career in Reggae music in 2005 through Fifth Element Records, she was a background singer for 'Ritchie Spice' another famous Jamaican artist signed to Fifth Element Records at the time.

29. McKenzie's first single 'Wrong Address' was penned in 2005 and was released commercially by Fifth Element Records in 2006.

30. The song rapidly grew popularity in Jamaica and around the world and immediately the label sold millions of 45" vinyl copies of the song. The song 'Wrong Address' was illegally obtained and exploited by VP Records on their compilation "Strictly the Best" Vol 36 released October 2006. McKenzie had no agreement with VP Record this time, for the exploitation of "Wrong Address".

furthermore, VP Records registered "Wrong Address" as their property. "See

**Exhibit H**

31. McKenzie second single "Roots" was produced by herself and Free mind Music February 2007 and distributed by Tuff Gong Distributors. McKenzie later

discovered after signing a publishing deal with Greensleeves Publishing Limited that they were illegally exploiting “Roots” on their compilation “Biggest Reggae One Drop Anthem” released on September 10, 2007, and registered illegally with the US Copyright office with a date of publication as September 5, 2007.

Registration #SR0000682253. Greensleeves did not have an agreement with McKenzie, “**See exhibit I**”

**B. V.P. RECORDS RETAIL OUTLET, V.P. MUSIC GROUP, V.P. RECORD DISTRIBUTORS, VP RECORDS OF BROOKLYN & STB MUSIC**

32. V.P. Music Group, Inc. was the named entity on the 2007 Recording Agreement and the 2014 Recording Agreement between McKenzie and VP Records. Its upon information and belief that VP Records breached the 2007 Recording agreement in several ways.

33. In Clause 3, **Procedures Paragraph 3.2** which outlines the scope of recording procedures and **clause 4.** delivery of master sound recordings; The paragraph 3.2 is quoted below:

34. “Prior to making each Recording, Artist shall obtain Company’s approval of each of the following, in order, before proceeding further: (i) selection of the individual producer(s) of the Master Recordings hereunder; (ii) selection of Compositions to be recorded; and (iii) selection of dates of

recording and studios where recording is to take place. At least fourteen (14) days prior to the date of the first recording session for the recording of any Master Recordings, Artist will submit to Company for its written approval a written proposed budget setting forth, in itemized detail, all anticipated Recording Costs. The scheduling and booking of all studio time will be done by Artist in consultation with Company. Artist shall notify the appropriate local of the American Federation of Musicians in advance of each recording session. Artist shall allow Company representatives to attend any or all recording sessions hereunder.

35. At no point in time was McKenzie in charge of the recording, studio budgets or required any of the permissions needed for the delivery.

Paragraphs 4.2 and 4.3 are quoted below:

“Satisfactory completion by Artist of the procedures in clause 3 and this clause 4 shall be among the necessary conditions to determine whether any Recording has been Delivered within the meaning of this Agreement.”

36. Company’s election to make a payment which was to have been made upon Delivery of Recordings or release of such Recording shall not be deemed to be its acknowledgment that such delivery was properly made, and Company shall

not be deemed to have waived either its right to require such complete and proper performance thereafter or its remedies for Artist's failure to perform in accordance herewith.

37. "All Master Recordings delivered hereunder, excluding those to be Delivered during the Initial Period, shall be recorded no earlier than six (6) months prior to delivery to Company and shall not embody Compositions which have previously been recorded by Artist (whether as a group or an individual). Artist shall not commence recording any Album prior to ninety (90) days after delivery to Company of Master Recordings constituting the immediately preceding Album."

38. The clauses of the agreement it outlines specific delivery instructions of the master sound recordings created. As such all masters should have been created during the term of the agreement shall not contain any composition previously recorded no earlier than 6 months prior to the delivery, however VP Records through its A & R Joel Chin Lifted mp3 recording of song done by McKenzie 3 or more years prior to completing the initial Period. Song recording that embodies this breach are (Free, Wrong Address, Roots, Mockingbird, Happy Heart, I know you Love, I am Not afraid, Don't Forget, Nuclear, Live & Love Life and Jah Chariot). Collectively the said sound recordings were added to the

first album 'The Strong One' and the second album 'Free Expressions'. See **Exhibit J**, liner notes for The Strong One and Free Expressions.

39. Company's election to make a payment which was to have been made upon Delivery of Recordings or release of such Recording shall not be deemed to be its acknowledgment that such delivery was properly made, and Company shall not be deemed to have waived either its right to require such complete and proper performance thereafter or its remedies for Artist's failure to perform in accordance herewith.
40. "All Master Recordings delivered hereunder, excluding those to be Delivered during the Initial Period, shall be recorded no earlier than six (6) months prior to delivery to Company and shall not embody Compositions which have previously been recorded by Artist (whether as a group or an individual). Artist shall not commence recording any Album prior to ninety (90) days after delivery to Company of Master Recordings constituting the immediately preceding Album."
41. The clause of the agreement outlines specific delivery instructions of the master sound recordings created. As such all masters should have been created during the term of the agreement shall not contain any composition previously recorded no earlier than 6 months prior to the delivery, however VP Records

through its A & R Joel Chin Lifted mp3 recording of song done by McKenzie 3 or more years prior to completing the initial Period. Song recording that embodies this breach are (Free, Wrong Address, Roots, Mockingbird, Happy Heart, I know you Love, I am Not afraid, Don't Forget, Nuclear, Live & Love Life and Jah Chariot).

42. Collectively the said sound recordings were added to the first album 'The Strong One' and the second album 'Free Expressions'. **See Exhibit J**, liner notes for The Strong One and Free Expressions.
43. Upon information and belief, V.P. Records Retail Outlet, Inc., VP Records of Brooklyn, and V.P. Record Distributors LLC, as both successors in interest and beneficiaries of V.P. Music Group, Inc. are believed to have participated in and benefited from the infringing and tortious actions of V.P. Music Group, Inc.
44. Upon information and belief, as recently as April 19, 2022, V.P. Records Retail Outlet, Inc. held itself out as the VP Records record label on its website's "About Us" page and has continuously generated revenue from the sale of McKenzie's Intellectual Property, including McKenzie's "Free Expressions" album, "Reggae Forever" album, "Better Tomorrow" album, and "The Strong One" album. A copy of V.P. Records Retail Outlet, Inc. "About Us" page, "VP History" page, and

“Artists - ETANA” pages are annexed hereto as **Exhibit “F.”**

45. VP Records releases annual reggae compilations through STB, which feature various artists’ tracks using the same rhythm or musical sound recording.
46. McKenzie’s written compositions and musical sound recordings have been featured in several volumes of STB’s reggae compilations, including but not limited to Vol. 36, Vol. 40, Vol. 44, and Vol. 46.
47. Upon information and belief, VP Records is the largest reggae label, distributor, and publisher in the world.

**B. GREENSLEEVES PUBLISHING**

48. Greensleeves Records was a British record label and publishing company dating to 1977 with a catalog that included many recording artists from Jamaica.

49. Upon information and belief, VP Records acquired Greensleeves Records in or around February 2008 and renamed the entity Greensleeves Publishing, Ltd.

50. However, McKenzie was not aware that Greensleeves was acquired by VP Records when she began negotiating a publishing agreement with GPL for the first time in June 2008, with what she believed was a separately owned and operated UK company.

51. At no point during the negotiation of the contract and prior to signing was McKenzie contacted or advised that Greensleeves would be transferred or sold to VP Records.

52. Instead, Olivier Chastan, Executive Vice President of VP Records from 2004-2012 and President of VP Records from 2008-2013, failed to notify McKenzie of the

acquisition and knowingly acted on behalf of Greensleeves, a UK Company with a UK address, all while the company was already sold to VP Records.

53. Moreover, the initial accounting statements that were provided to McKenzie indicated a UK address and the royalty balance was stated in UK currency (i.e., GBP). However, after not receiving any accounting from GPL for more than a year, when McKenzie requested that GPL provide a copy of all royalty statements, McKenzie received statements from Olivier Chastan that identified GPL with a US address and a royalty balance in US currency (i.e., USD), including statements that were initially provided to McKenzie with a royalty balance in UK currency. See Exhibit "L."

54. Olivier Further distanced VP Records and Greensleeves in a separate email response on July 31, 2008, where he attempted to induce McKenzie to accept \$2000 earmarked for "Tour Support" as a publishing royalty advance during the ongoing negotiations. Oliver quoted "I do not have check signing authority on VP Records Bank Account, only on Greensleeves, so I could not commit to offering something that should have been taken up with directly with VP Records" McKenzie and her representatives were convinced after such exchange that Greensleeves Publishing Ltd and VP Records are two separate entities.

### **C. 2007 RECORDING AGREEMENT**

55. On or about May 1, 2007, McKenzie and VP Records entered into an exclusive Recording Agreement for her recording services in connection with four (4) albums

(hereinafter the “2007 Recording Agreement”). See **Exhibit “G.”**

56. Under the 2007 Recording Agreement, pursuant to provision 8.1, Accountings as to royalties accruing or which otherwise would have accrued hereunder shall be made by Company to Artist on or before September 30th for the period ending the preceding June 30th, and on or before March 31st for the period ending the preceding December 31st, or such other accounting periods as Company may in general adopt, but in no case less frequently than semi-annually, together with payment of accrued royalties, if any, earned by Artist during such preceding half-year, less Advances or other non- recouped recoupable and/or deductible amounts hereunder. Company shall have the right to hold reasonable reserves in respect of sales hereunder, which reserves shall be fully liquidated over the next four (4) subsequent accounting periods. Advances or other non- recouped recoupable and/or deductible amounts hereunder. Company shall have the right to hold reasonable reserves in respect of sales hereunder, which reserves shall be fully liquidated over the next four (4) subsequent accounting periods.

See **Exhibit “G,”** pp. 11-12.

57. Under the 2007 Recording Agreement, McKenzie was entitled to the following royalties:

- (i) For the sale of Phonograph Records, thirteen percent (13%) of the suggested retail list price of all Albums delivered during the Initial Period, the First Option Period, the Second Option Period, and the Third Option Period sold by VP Records for distribution through Normal Retail Channels in the United States and Canada based upon ninety percent (90%) of the net sales of records embodying Master Recordings
- (ii) For the sale of Phonograph Records, fourteen percent (14%) on USNRC Net Sales of Albums in excess of two-hundred fifty thousand (250,000) units and up to and including USNRC Net Sales of such Album which five-hundred thousand (500,000) units.
- (iii) For the sale of Phonograph Records, fifteen percent (15%) on USNRC Net Sales of Albums in excess of five-hundred thousand (500,000) units.
- (iv) Nine percent (9%) of the Royalty Base for Net Sales of all Singles sold by VP Records for distribution through Normal Retail Channels in the United States and Canada based upon ninety percent (90%) of the net sales of records embodying Master Recordings.
- (v) Sixty-six and two third percent (66-2/3%) with respect to Net Sales of Records

sold for distribution outside of the United States and Canada, specifically in Japan, England, France, and Germany, and fifty percent (50%) with respect to Net Sales of Records sold for distribution in the rest of the world.

- (vi) Eighty-five percent (85%) with respect to Net Sales of Records sold in the form of compact discs.
- (vii) Seventy-five percent (75%) with respect to Net Sales of Records sold in the form of New Media Records.
- (viii) The royalty for Net Sales of EP Records shall be accrued at one half (1/2) of the nine percent (9%) royalty rate and shall be computed based on the particular Royalty Base of each EP Record.
- (ix) The royalty for any Mid-Price Record shall be accrued at three-quarters (3/4) of the thirteen, fourteen, or fifteen percent (13%, 14%, or 15%) royalty rate for Phonograph Records or at three-quarters (3/4) of the nine percent (9%) royalty rate for Singles and shall be computed on the particular Royalty Base of each such Record.
- (x) The royalty for Net Sales of premium Records, Budget Records, Records sold in Armed Forces Post Exchanges, Multiple-Record Albums, special configuration Singles (i.e., Singles and/or Long-Play Singles sold at two for the price of one, manufactured in colored vinyl and/or sold with a four color poster included) or Records other than Albums not otherwise specifically referred to herein shall be accrued at one-half (1/2) of the thirteen, fourteen, or fifteen percent (13%, 14% or 15%) royalty rate for Phonograph Records or at one-half (1/2) of the nine percent (9%) royalty rate for Singles and shall be computed based on the particular Royalty Base of each such Record.
- (xi) With respect to the following Records and/or exploitation of Master Recordings, the royalty to be accrued hereunder shall be a sum equal to fifty percent (50%) of VP Records' net receipts with respect to such exploitation: (i) Records derived from Master Recordings hereunder sold through Non-Affiliated Third Party record clubs or similar sales plans operated by Non-Affiliated Third Parties; (ii) licenses of Master Recordings to Non-Affiliated Third Parties for sales of Records by such licensees through direct mail, mail order or in conjunction with TV or radio advertising, including through methods of distribution such as "key outlet marketing" (distribution through retail fulfillment centers in conjunction with special advertisements on radio or television), or by any combination of the methods set forth above or other methods; (iii) licenses of Master Recordings on a flat-fee or other royalty basis; (iv) licenses to Non-Affiliated Third Parties for promotional or commercial use of Audio Visual Recordings, excluding blanket licenses to exploit VP Records' Audio-Visual Recording catalog; and (v) use of the Master Recordings for background music, synchronization in motion pictures and soundtracks and Records derived therefrom whether or not released by VP Records or Non-Affiliated Third Parties, and/or use on transportation facilities.
- (xii) As to Net Sales of Records derived from Master Recordings hereunder sold through VP Records' affiliated record clubs or similar sales plans operated by parties affiliated with VP Records, McKenzie shall receive a royalty equal to eighty-five percent (85%) of the Royalty Base of such Records.
- (xiii) As to Net Sales by VP Records or its affiliated licensees of Records derived from

- Master Recordings by direct mail, mail order or in conjunction with radio or TV advertising, the royalty to be accrued shall be one-half (1/2) of the thirteen, fourteen, or fifteen percent (13%, 14%, or 15%) royalty rate for Phonograph Records or at one-half (1/2) of the nine percent (9%) royalty rate for Singles.
- (xiv) In the event VP Records or any of its affiliated licensees in a particular country utilize television and/or radio advertising in conjunction with a television campaign to promote its sales of Records derived from Master Recordings hereunder, then the royalty to be accrued hereunder with respect to Net Sales of such Records sold by VP Records or the particular affiliated licensee in such country during the semi-annual accounting period in which the first such advertisement is broadcast through the end of the semi-annual accounting period in which the last such advertisement is broadcast shall be fifty percent (50%) of the otherwise applicable royalty rate.
  - (xv) If any Recordings embody McKenzie's performances together with the performances of any other Persons to whom VP Records is obligated to pay royalties, then the royalty due for such joint performances shall be the royalty provided for under the agreement divided by the number of royalty-earning artists participating, including McKenzie.
  - (xvi) As to Records not consisting entirely of Master Recordings delivered or in the case of the sale of individual Master Recordings via the internet or other similar means, the applicable royalty to be accrued shall be pro-rated on the basis of the number of Master Recordings which are on such Records compared to the total number of Master Recordings on such Records or the Album from which such Master Recordings were originally embodied.
  - (xvii) With respect to Net Sales of Audio-Visual Devices sold by VP Records for distribution in the United States and Canada, a royalty of one half (1/2) of the applicable Royalty Base.
  - (xviii) With respect to Net Sales of Audio-Visual Devices sold by VP Records and/or its affiliates for distribution outside of the United States and Canada, a royalty of five percent (5%) of the applicable Royalty Base.
  - (xix) With respect to Net Sales of Budget Videos the otherwise applicable royalties shall be reduced in the same proportion as Record royalties are reduced for sales of Budget Records.
  - (xx) With respect to Net Sales of Records sold by VP Records for distribution in the United States in the form of CD/Videos, a royalty of twelve percent (12%) of the applicable Royalty Base.
  - (xxi) With respect to sale of Masters outside the United States licensees through VP Records', the royalties payable to McKenzie shall be fifty percent (50%) of VP Records' net royalty receipts, without regard to advances in connection therewith (if any).
  - (xxii) With respect to Net Sales through Normal Retail Channels in the United States of any so called greatest hits album ("Greatest Hits Album") released by VP Records under this agreement, the royalty to be accrued shall be calculated on a Master-by-Master basis as follows: the royalty rate ascribed to each Master Recording embodied on such Greatest Hits Album (the "Per Master Rate") shall equal a fraction, the numerator of which shall be one (1) and the denominator of which

shall be the total number of Master Recordings embodied on the Greatest Hits Album, multiplied by the average royalty rate achieved at the time of release of such Greatest Hits Album, by the Album on which such Master Recording was originally embodied, taking into account sales escalations. The royalty rate for such Greatest Hits Album shall equal the average of each Per Master Rate.

- (xxiii) The royalty rate on any Electronic Transmission Record or Mobile Applications (whether sold by VP Records, any third party on VP Records' behalf or its licensees) will be the lesser of eighty percent (80%) of the otherwise applicable thirteen, fourteen, or fifteen percent (13%, 14%, or 15%) royalty rate for Phonograph Records and fifty percent (50%) of VP Records' actual net receipts without regard to advances in connection therewith (if any) solely and identifiably attributable to the exploitation of rights granted under this agreement by Electronic Transmission Record or Mobile Applications (as applicable).

See Exhibit "G," pp. 8-11.

58. On or about June 17, 2008, McKenzie debuted the album, "The Strong One," featuring various musicians and other producers. "The Strong One" reached the #12 spot on the Reggae Billboard Charts.

59. Upon information and belief, per the terms of the 2007 Recording Agreement, VP Records paid McKenzie an in-pocket Advance on Royalties that she was to be paid in connection with the exploitation of the Intellectual Property.

60. To date, McKenzie has never received any Royalty payments deriving from the Defendants exploitation of "The Strong One" album.

61. The second album "Free Expressions" was released on or about December 16, 2010 and made available worldwide by February 8, 2011. "Free Expressions" peaked at number #11 on the Reggae Billboard Charts.

62. To date, McKenzie has never received any Royalty payments deriving from the Defendants exploitation of "Free Expressions" album.

63. On or about February 18, 2013, McKenzie's album "Better Tomorrow" was released by VP Records and peaked at #9 on the Reggae Billboard Charts.

64. To date, McKenzie has never received any Royalty payments deriving from the Defendants exploitation of “Better Tomorrow” album.

65. On or about October 24, 2014, McKenzie’s album “I Rise” was released by VP Records to much acclaim, making it to the #1 spot on the iconic Reggae Billboard Charts and making McKenzie the first female artist from Jamaica to earn such a spot in over seventeen (17) years.

66. Upon information and belief, despite the huge success of the “I Rise” album, VP Records and their respective successors, affiliates and assignees failed to submit the “I Rise” album to the RIAA for certification.

67. Upon information and belief, VP Records’ failure to submit the “I Rise” album to the RIAA for certification was in an attempt to hide sales.

68. Upon McKenzie’s delivery of “I Rise” as the fourth album, the 2007 Recording Agreement between McKenzie and VP Records was concluded.

69. To date, McKenzie has never received any Royalty payments deriving from the Defendants exploitation of the “I Rise” album.

70. Upon information and belief, VP Records and/or their respective successors, affiliates, and assigns, including but not limited to one or more of the Defendants, have continuously sold and commercially exploited the Intellectual Property from the date of their release up and through the date of this Complaint.

71. Upon information and belief, as of the date of this Complaint, VP Records has fully recouped the Advance paid to McKenzie and all other costs and expenses incurred and paid by VP Records in connection with the Intellectual Property, if any.

72. Upon information and belief, all income generated by the commercial

exploitation of the Intellectual Property to date was initially collected by and/or paid to VP Records and/or its successors, affiliates, and assigns.

Notwithstanding and despite McKenzie's full performance under the 2007 Recording Agreement, to date, VP Records and/or its successors-in-interest have failed to pay McKenzie her Royalties in connection with the commercial exploitation of the Intellectual Property and/or otherwise due under the 2007 Recording Agreement for the accounting period starting from March 31, 2020, to date.

**D. GPL DEAL MEMO + GPL SONGWRITER AGREEMENT + STB DEAL MEMO**

73. On or about May 13, 2008, one month prior to the release of her debut album, "The Strong One," McKenzie turned down a publishing agreement from STB Music. VP Records representative Alex Threadgold replied in an email communication on the same date above outlining his disappointment but also inferred, in writing, that VP Records MUST concomitant with the album release and he will proceed to illegally register the splits for VP Records based on a fully executed STB deal memo and the unsigned rejected long form. **See Exhibit N.** The facts stated herein points to McKenzie's unwillingness to have her Recording and Publishing agreement with the same entity.

74. On or about June 2008 McKenzie was then approached by Oliver Chaston representing himself as the chairman of Greensleeves Publishing Limited from the United Kingdom. On July 10<sup>th</sup>, McKenzie entered a short form deal memo with GPL for exclusive songwriter services for a period of five (5) years (hereinafter the "GPL Deal Memo"). A copy of the GPL Deal Memo is annexed hereto as **Exhibit "D."**

75. Under the GPL Deal Memo, McKenzie was and is entitled to the following royalties:

- (i) Six cents (\$0.06) per copy for each copy of sheet music sold in the United States and Canada.
- (ii) Ten percent (10%) of the wholesale selling price of each printed copy of each other arrangement sold, pro rata, in the United States and Canada.
- (iii) Fifty percent (50%) of net receipts (less foreign taxes and collection costs) by GPL from exploitation of: mechanical rights, grand rights, electrical transcription and reproduction rights, motion picture and television synchronization rights, dramatization rights and all other rights therein (except print rights and public performance rights) in the world.
- (iv) If GPL shall collect both McKenzie's and GPL's share of public performance royalty income directly and such income shall not be collected by McKenzie's public performance society, GPL shall pay to McKenzie fifty percent (50%) of all such Net Receipts which are received by and/or credited to GPL in the United Kingdom from the exploitation of such rights in the Compositions, throughout the world.

See Exhibit "D," p. 2.

76. Although Greensleeves confirmed receipt of GPL Deal Memo by Olivier Chasten on or about July 16, 2008. The longform agreement would take some time to be negotiated. On July 20<sup>th</sup>, McKenzie's representative began negotiating what they thought to be the Greensleeves Long form agreement. Upon information and belief McKenzie was given the same STB longform agreement that she turned down in May 2008. Alex Threadgold and Oliveir changed the address on the STB longform agreement and made other minor changes to make the agreement appear to be different from the previously rejected agreement. Please see "**Exhibit O and Exhibit D**". STB longform agreement and the GPL long form publishing agreement are identical in substance and construct, and both are backdated with the same date, December 1, 2007. The GPL agreement failed to complete its jurisdiction on the longform and do NOT contain

applicable laws for which the agreement should be governed due to skillful redaction to disguise the true intent of the agreement.

77. The facts herein should be noted that McKenzie was not aware that Greensleeves Publishing Ltd agreement and the STB Publishing agreement are the same and that GPL was not a lawfully organized corporate entity at the time of signing the GPL Songwriter Agreement.

78. Pursuant to provision 8 of the GPL Songwriter Agreement,

Accountings as to royalties accruing or which otherwise would have accrued hereunder shall be made by Company to Artist on or before September 30th for the period ending the preceding June 30th, and on or before March 31st for the period ending the preceding December 31st, or such other accounting periods as Company may in general adopt, but in no case less frequently than semi-annually, together with payment of accrued royalties, if any, earned by Artist during such preceding half-year, less Advances or other non- recouped recoupable and/or deductible amounts hereunder. Company shall have the right to hold reasonable reserves in respect of sales hereunder, which reserves shall be fully liquidated over the next four (4) subsequent accounting periods. Advances or other non- recouped recoupable and/or deductible amounts hereunder. Company shall have the right to hold reasonable reserves in respect of sales hereunder, which reserves shall be fully liquidated over the next four (4) subsequent accounting periods.

See Exhibit "E," p. 6.

79. Under the GPL Songwriter Agreement, GPL was to submit to McKenzie the royalty statement for each such period together with the net amount of royalties, if any, after deducting any and all unrecouped advances and chargeable costs under the Agreement or any such other agreement.

80. However, unlike the GPL Deal Memo, under the GPL Songwriter

Agreement, McKenzie was and is entitled to the following two additional royalties:

- (i) Fifty percent (50%) of any and all Net Receipts, after deduction of foreign taxes, actually received by and/or credited to GPL in the United Kingdom from the exploitation of the Compositions in countries outside of the United Kingdom (other than public performance royalties), whether from collection agents, licensees, sub-publishers or others, and whether or not same are affiliated with, owned in whole or in part by, or controlled by GPL.
- (ii) In the event that one or more other songwriters are authors together with McKenzie of any Composition (including songwriters employed by GPL to add, change or translate the lyrics or to revise or change the music), the royalties shall be divided equally among McKenzie and the other songwriters unless another division of royalties shall be agreed upon in writing between the parties concerned and timely written notice of such division is submitted to GPL prior to payment.

See Exhibit "E," pp. 4-6.

81. Moreover, pursuant to provision 23 of the GPL Songwriter Agreement,

Notwithstanding any provision to the contrary herein contained, all Compositions shall be equally owned by Publisher and by Writer's designee and shall be exclusively administered by Publisher. The Compositions shall be registered for copyright by Company in the name of Company and Writer, where applicable.

See Exhibit "E," p. 11.

82. While the GPL Deal Memo contained an exclusive jurisdiction provision requiring all claims to be litigated in the Courts of England, the long form GPL

Songwriter Agreement does not. See Exhibit "E," p. 9.

83. Accordingly, while the GPL Songwriter Agreement "shall be deemed to have been made in England and its validity, construction and effect shall be governed by the laws of England applicable to agreements wholly performed therein," the allegations brought by Plaintiffs in connection with this agreement are not barred from being heard and decided by this Court.

84. As such, upon information and belief, per the terms of the GPL Songwriter Agreement, GPL paid McKenzie an Advance on Royalties that she was to be paid in

connection with the exploitation of the Intellectual Property.

85. Upon information and belief, GPL and/or their respective successors, affiliates, and assigns, including but not limited to one or more of the Defendants, have continuously sold and commercially exploited the Intellectual Property from the date of their release up and through the date of this Complaint.

86. Upon information and belief, GPL has failed to properly register the compositions governed under the GPL Songwriter Agreement with the Copyright Office, which is in breach of provision 23 of the GPL Songwriter Agreement. A copy of the non-exhaustive list of compositions that are, upon information and belief, governed under the GPL Songwriter Agreement is annexed hereto as **Exhibit “Q”**

87. Upon information and belief, as of the date of this Complaint, GPL has fully recouped the Advance paid to McKenzie and all other costs and expenses incurred and paid by GPL in connection with the Intellectual Property, if any.

88. Upon information and belief, all income generated by the commercial exploitation of the Intellectual Property to date was initially collected by and/or paid to GPL and/or its successors, affiliates, and assigns.

89. Upon information and belief, by not including McKenzie as a copyright claimant on its registrations, Defendant GPL has failed to properly register ownership of all Compositions jointly owned by GPL and McKenzie with the Copyright Office.

90. Upon information and belief, Defendant has, in fact, fraudulently registered the compositions solely in the Defendant’s name, contravening the Defendants’ obligations provided in provision 23 of the GPL Song Writer Agreement. See Exhibit “E.”

91. Notwithstanding and despite McKenzie’s full performance under the GPL

Songwriter Agreement, to date, GPL and/or its successors-in-interest have failed to fully pay McKenzie her Royalties in connection with the commercial exploitation of the Intellectual Property and/or otherwise due under the GPL Songwriter Agreement.

**E. GPL CO-PUBLISHING & ADMINISTRATION AGREEMENT**

92. On or about March 20, 2014, McKenzie and GPL entered into a Co-Publishing and Administration Agreement (hereinafter “GPL Co-Publishing Agreement” or “Co-Pub Agreement”). A copy of the GPL Co-Publishing Agreement is annexed hereto as **Exhibit “M.”**

93. In addition to Defendant GPL having rights in and to the Compositions which were featured in the recorded performance of McKenzie, the Co-Pub Agreement also assigned the Defendants an ownership interest and the right to collect income generated by lyrics/music written by McKenzie.

94. Pursuant to provision 9.1 of the Co-Pub Agreement,

Publisher shall compute the royalties earned by Writer pursuant to this Agreement and pursuant to any other agreement between Writer and Publisher or its affiliates, whether now in existence or entered into at any subsequent hereto, on or before March 31st for the semi-annual period ending the preceding December 31st and on or before September 30th for the semi-annual period ending the preceding June 30th, and shall thereupon submit to Writer the royalty statement for each such period together with the net amount of royalties, if any, which shall be payable after deducting any and all Unrecouped advances and chargeable costs under this Agreement or any such other agreement.

See Exhibit “M,” p. 5.

95. GPL was to submit to McKenzie the royalty statement for each such period together with the net amount of royalties, if any, after deducting any and all

unrecouped advances and chargeable costs under the Co-Pub Agreement or any such other agreement.

96. Under the Co-Pub Agreement, McKenzie was and is entitled to the following royalties:

Fifty percent (50%) of any and all Net Sums actually received (less any costs for collection) by GPL in the United States from the exploitation throughout the Territory of the Compositions by licensees of sheet music, arrangement and printed edition, mechanical rights, electrical transcription and reproduction rights and all other rights therein (except public performance rights and synchronization rights), whether or not such licensees are affiliated with, owned in whole or in part by, or controlled by GPL.

- (i) Twenty percent (20%) of all Net Sums actually received (less any costs for collection) by GPL in the United States from the exploitation throughout the Territory of the Compositions by licensees of the so-called "publisher's share" of performance rights whether or not such licensees are affiliated with, owned in whole or in part by, or controlled by GPL.
- (ii) Fifty percent (50%) of any and all Net Sums actually received (less any costs for collection) by GPL in the United States from the exploitation throughout the Territory of the Compositions by licensees of synchronization rights whether or not such licensees are affiliated with, owned in whole or in part by, or controlled by GPL.

See Exhibit "M," pp. 4-5.

97. Pursuant to provision 2 of the Co-Pub Agreement,

The term of this Agreement shall commence as of the date first set forth above and continue for a period co-terminus with the term of that certain agreement between Writer and VP Music Group, Inc. dated May 1, 2007.

See Exhibit "M," p. 1.

98. Accordingly, the term of the Co-Pub Agreement was to be coterminous with the 2007 Recording Agreement. Id. at p. 1.

99. Therefore, upon McKenzie's delivery of the "I Rise" album, the Co-Pub Agreement, which ran coterminous with the 2007 Recording Agreement, was also concluded.

100. Upon information and belief, per the terms of the Co-Pub Agreement, GPL paid McKenzie an Advance on Royalties that she was to be paid in connection with the exploitation of the Intellectual Property.

101. Upon information and belief, GPL and/or their respective successors, affiliates, and assigns, including but not limited to one or more of the Defendants, have continuously sold and commercially exploited the Intellectual Property from the date of their release up and through the date of this Complaint.

102. Upon information and belief, as of the date of this Complaint, GPL has fully recouped the Advance paid to McKenzie and all other costs and expenses incurred and paid by GPL in connection with the Intellectual Property, if any.

103. Upon information and belief, all income generated by the commercial exploitation of the Intellectual Property to date was initially collected by and/or paid to GPL and/or its successors, affiliates, and assigns.

104. Notwithstanding and despite McKenzie's full performance under the Co-Pub Agreement, to date, GPL and/or its successors-in-interest have failed to fully pay McKenzie her Royalties in connection with the commercial exploitation of the Intellectual Property and/or otherwise due under the Co-Pub Agreement.

### **CAUSES OF ACTION**

#### **FIRST CAUSE OF ACTION – AS TO DEFENDANT VP RECORDS**

##### **BREACH OF 2007 RECORDING AGREEMENT**

105. Plaintiffs repeat and reallege each allegation contained in the foregoing paragraphs of the Complaint as if set forth in full herein.

106. Defendant has breached section 3-1 to 4.4 of the 2007 Recording Agreement by improperly procuring song recordings for the initial album “The Strong One” namely; “I am not afraid”, “Roots”, “Jah Charriot”, “Live and Love Life”, “Don’t Forget”, “Nuclear” “Wrong Address”.. and “Free”, “I know you love me”, “Happy Heart” and “Mockingbird” on the second album Free Expressions.
107. Though the said song recordings were not recorded under the terms of the recording agreement, the Defendants charged McKenzie’s royalty account and continues to account to McKenzie for expense they did not incur. Similar to the issues raised in the matter of McGregor v. VP Records et al., 17-CV3917 (E.D.N.Y. 2018) , the Defendants were sued for the improper use of the title “I Am Not Afraid” on the Strong One album and several other compilations released by VP records. **See Exhibit “B”**.
108. Further, VP Records has consistently failed to disclose the suggested retail list price for albums sold making it impossible to audit the financial statements provided and the Defendants failure to provide this information in breach of provision 7.1 of the 2007 Recording Agreement,
109. which provides that the relevant percent of the suggested retail list price of all Albums delivered is due to the Plaintiff for all albums distributed through normal

retail channels. See Exhibit “G,” pp. 8-9. A copy of documentation evidencing these deficient statements are annexed hereto as **Exhibit “P.”**

110. VP Records has received and continues to receive income and royalty payments from distributors and/or third parties in connection with the Intellectual Property that were commercially released during the term of the VP Recording Agreement but has failed to pay any earnings to the Plaintiff.
111. The acts and omissions of Defendant VP Record leading to the Defendant VP
112. Record’s breach of the 2007 Recording Agreement is the actual and proximate cause of harm to the Plaintiff.
113. As a direct and proximate result of the Defendants foregoing and continuing
114. material breaches of the 2007 Recording Agreement, the Plaintiffs have sustained damages in an amount to be determined at trial, but which is believed to be in excess of Two Hundred and Fifty Thousand Dollars (\$250,000.00), plus interest as allowed by law, and attorney’s fees and costs, as provided by law.

**SECOND CAUSE OF ACTION – AS TO DEFENDANT GPL**

**BREACH OF GPL SONGWRITER AGREEMENT**

115. Plaintiffs repeat and reallege each allegation contained in the foregoing paragraphs of the Complaint as if set forth in full herein.

116. Although backdated to May 1, 2007, in or around November 2008, McKenzie and Defendant GPL finalized a contract in the form of the GPL Songwriter Agreement.

117. At all times relevant to this litigation, McKenzie was in a contractual relationship with Defendant GPL.

118. McKenzie has fully performed her obligations under the GPL Songwriter Agreement.

119. Defendants breached paragraph 17 of the 2007 GPL song writer agreement by changing the jurisdiction from the United Kingdom to the United States and the currency from Pound Sterling to the United States dollar without providing proper notice of “written Instrument” as per the said clause. See **Exhibit "E"**

120. Pursuant to provision 8.1 of the GPL Songwriter Agreement, no less than two (2) times per year, GPL was/is required to account to McKenzie for all income GPL receives in connection with the Intellectual Property.

121. Defendant GPL has breached the GPL Songwriter Agreement by receiving income and royalty payments from distributors and/or third parties in connection with the Intellectual Property that were commercially released and/or published during the term of the GPL Songwriter Agreement but failing to render any accounting statements detailing same.

122. Defendant GPL has further breached the terms of the GPL Songwriter Agreement by withholding the payment of any and all royalties due to McKenzie for the exploitation of the song compositions allegedly governed by the GPL Songwriter Agreement.

123. GPL and/or its successor(s)-in-interest has breached the GPL Songwriter Agreement when it failed to timely provide accurate accounting statements in violation of provision 8.1.

124. Additionally, GPL is in breach of provision 23 of the GPL Songwriter

Agreement, due to its failure to properly register ownership of all Compositions jointly owned by McKenzie and Defendants in the Defendants' and McKenzie's name.

125. GPL and/or its successor(s)-in-interest to the Intellectual Property, including VP Records and STB, have breached the GPL Songwriter Agreement through their failure to account and/or to pay McKenzie her share of profits from the Intellectual Property released and/or published by GPL or successors during the term of the GPL Songwriter Agreement and any other Intellectual Property featuring the written compositions or recorded performances of McKenzie in violation of provision 7 of the GPL Songwriter Agreement.

126. Despite the fact that GPL has collected McKenzie's Royalties under the GPL Songwriter Agreement for more than sixteen (16) years, according to the statements provided to McKenzie, she is still in arrears. A copy of documentation evidencing the alleged status of Plaintiff's publishing account is annexed hereto as **Exhibit "L."**

127. The failure of GPL and/or its successor(s)-in-interest to pay McKenzie royalties, as set forth above, and pursuant to the explicit terms of the GPL Songwriter Agreement, constitutes a material breach of the GPL Songwriter Agreement.

128. Pursuant to provision 23 of GPL Songwriter Agreement, no less than two (2) times per year, GPL was/is required to register for copyright the musical works written and/or composed by McKenzie during the term of the agreement in the name of GPL and McKenzie.

129. Defendant GPL has breached the GPL Songwriter Agreement by failing to properly register the musical works in accordance with the GPL Songwriter Agreement.

130. Defendant's failure to properly register the musical works has interfered

with McKenzie's ability to exploit her interests in the compositions' copyrights.

131. The acts and omissions Defendant GPL leading to Defendant GPL's breach of the GPL Songwriter Agreement are the actual and proximate cause of harm to the Plaintiffs.

132. By reason of the foregoing and the continuing breach of the GPL Songwriter Agreement by GPL and/or its successor(s)-in-interest to the Intellectual Property, the Plaintiffs have sustained damages in an amount to be determined at trial, but which is believed to be in excess of Two Hundred and Fifty Thousand Dollars (\$250,000.00), plus interest as allowed by law, and attorney's fees and costs, as provided by law.

**THIRD CAUSE OF ACTION – AS TO DEFENDANT GPL**

**BREACH OF GPL CO-PUBLISHING AND ADMINISTRATION AGREEMENT**

133. Plaintiffs repeat and reallege each allegation contained in the foregoing paragraphs of the Complaint as if set forth in full herein.

134. On or about March 20, 2014, McKenzie and GPL entered a contract in the form of the GPL Co-Publishing and Administration Agreement.

135. At all times relevant to this litigation, McKenzie was in a contractual relationship with Defendant GPL.

136. McKenzie has fully performed her obligations under the GPL Co-Publishing and Administration Agreement.

137. GPL has received and continues to receive income and royalty payments from distributors and/or third parties in connection with the Intellectual Property that were commercially released during the term of the GPL Co-Publishing and Administration Agreement.

138. Pursuant to provision 9 of the GPL Co-Publishing and Administration

Agreement, no less than two (2) times per year, GPL was/is required to account to McKenzie for all income GPL receives in connection with the Intellectual Property.

139. GPL and/or its successor(s)-in-interest breached the GPL by failing to timely provide accounting statements in violation of provision 9.

140. GPL and/or its successor(s)-in-interest has withheld the payment of royalties due to the Plaintiffs in violation of provision 7.

141. GPL and/or its successor(s)-in-interest to the Intellectual Property, including VP Records and STB, have materially breached the GPL Co-Publishing and Administration

142. Agreement through their failure to properly account and/or to pay McKenzie her share of profits deriving from her ownership share of the Intellectual Property released and/or published by GPL or successors during the term of the GPL Co-Publishing and Administration Agreement and any other Intellectual Property featuring the written compositions and/or recorded performance of McKenzie in violation of provisions 7 and 9 of the GPL Co-Publishing and Administration Agreement.

143. Of note, despite the Intellectual Property's publishing being registered under multiple variations of McKenzie's name, including but not limited to "Shauna Mckenzie," "Shauna Gaye M Mckenzie," and "Shauna Gaye Melissa Mc Kenzie," GPL has only provided accountings for the publishing registered under Shauna Mckenzie.

144. The failure of GPL and/or its successor(s)-in-interest to pay McKenzie royalties, as set forth above, and pursuant to the explicit terms of the GPL Co-Publishing and Administration Agreement constitutes a material breach of these provisions of the GPL Co-Publishing and Administration Agreement.

145. The acts and omissions of Defendant GPL leading to Defendant GPL's breach of the GPL Co-Publishing and Administration Agreement are the actual and proximate cause of harm to the Plaintiffs.

146. By reason of the foregoing and continued breach of the GPL Co-Publishing and Administration Agreement by GPL and/or its successor(s)-in-interest to the Intellectual Property, the Plaintiffs have been damaged in an amount to be determined at trial but which is believed to be in excess of Two Hundred and Fifty Thousand Dollars (\$250,000.00), plus interest as allowed by law, and attorney's fees and costs, as provided by law.

**FOURTH CAUSE OF ACTION – AS TO DEFENDANT VP RECORDS**

**COPYRIGHT INFRINGEMENT**

147. Plaintiffs repeat and reallege each allegation contained in the foregoing paragraphs of the Complaint as if set forth in full herein. Defendants infringed upon McKenzie's rights by improperly attaining her copyrighted works through third parties, specifically titles (I am Not Afraid, I know you Love Me, Free and Mockingbird) from the co-creator those compositions, Kemar McGregor who later sued defendants also for improper use of his copyrights across several albums and compilations exploited by defendants. McGregor v. VP Records et al, 17-CV3917 (E.D.N.Y. 2018) also please see Exhibit "B" an affidavit from McGregor.

148. McKenzie owns the copyright in the following sound recordings ("Controlled Compositions"): "Wrong Address," "Roots," "Nuclear," "Don't Forget," "Live & Love Life," and "Jah Chariot" (collectively registered under "The Strong One," (Reg. PA0002281410); "Free" (Reg. PA0002268199); "Happy Heart" (Reg. PA0002275076); "Beautiful Day" (Reg. SR0000887228); and "I Am Not Afraid" (PA001778245), is the subject of a valid Certificate of Copyright Registration issued by the Register of Copyrights. **See Exhibit "A."**

149. Among the rights granted to McKenzie under the Copyright Act are the exclusive rights “to reproduce the copyrighted work in copies or phono records” and “distribute copies or phono records of the copyrighted work to the public.” 17 U.S.C. §106 (1), (3).

150. All of the Controlled Compositions were illegally acquired and distributed on the 16-track album, “The Strong One,” released by Defendant VP Records on or about June 17, 2008 and “Free Expressions” on or about November 2011 (i.e., “Roots,” “Don’t Forget,” “Jah Chariot,” “Live & Love Life,” “I Am Not Afraid,” and “Nuclear”) and (Free, I know you Love me, Happy Heart and Mocking Bird) respectively without McKenzie’s written consent and without just compensation similarly in the case of Clive Chin v. V.P records et al 1:14-CV-07126

151. The Defendants' actions each constitute the distribution of copies of albums of the Plaintiff's copyrighted work by sale or other transfer of ownership in contravention of 17 U.S.C. §106(3), and are hereinafter called "Defendant's Acts of Copyright Infringement".

152. Upon information and belief, “The Strong One” album has sold millions of records.

153. The Defendants’ reproduction, distribution, and public performances of McKenzie’s Controlled Compositions continue to this day and the Defendants have failed to compensate the Plaintiff for its exploitation of the Controlled Compositions. The Defendants’ distribution, reproduction, streaming, public performance, merchandizing, licensing, synchronization and economic exploitation of the Controlled Compositions infringes upon the Plaintiffs’ exclusive rights under the Copyright Act.

154. McKenzie never signed a license agreement or authorization for the Controlled Compositions to be included on “The Strong One” album.

155. VP Records illegally acquired, reproduced and distributed the Controlled Compositions on “The Strong One” album despite the fact that there is no agreement between McKenzie and VP Records for the use and/or exploitation of these specific titles – “Wrong Address,” “Roots,” “Nuclear,” “Don’t Forget,” “Live & Love Life,” “I Am Not Afraid,” and “Jah Chariot”.

156. Moreover, there was no monetary consideration given to either of the Plaintiffs for the titles’ use and/or exploitation by VP Records.

157. Four of the Controlled Compositions were illegally acquired, reproduced and distributed on the 14-track album, “Free Expressions,” released by Defendant VP Records on or about December 16, 2010 – “Happy Heart” I know you love, Mocking bird and “Free.”

158. Upon information and belief, “Free Expressions” album has sold millions of records.

159. McKenzie never signed a license agreement or authorization for the Controlled Compositions to be included on the “Free Expressions” album.

160. Nevertheless, VP Records illegally acquired, reproduced and distributed the four (2) Controlled Compositions on the “Free Expressions” album even though there is no agreement between McKenzie and VP Records for the use and/or exploitation of these specific titles – “Free” and “Happy Heart.” See Exhibit “A.”

161. Moreover, there was no monetary consideration given to either Plaintiff for the titles’ use and/or exploitation by VP Records.

162. The Controlled Composition was illegally acquired, reproduced and distributed

on the STB Compilation Vol. 36 (hereinafter “Compilation 1”), which was released by Defendant STB on or about November 21, 2006, which is prior to any agreement being made and entered into between McKenzie and any of the Defendants.

163. Upon information and belief, Compilation 1 has sold millions of records.

164. McKenzie never signed a license agreement or authorization for the Controlled Compositions to be included on Compilation 1.

165. Nevertheless, STB illegally acquired, reproduced and distributed a Controlled Composition on Compilation 1 even though there is no agreement between McKenzie and STB for the use and/or exploitation of the title – “Wrong Address.” See Exhibit H.

Moreover, there was no monetary consideration given to either Plaintiff for the title’s use and/or exploitation by STB. One of the Controlled Compositions was reproduced and distributed on the STB Compilation Vol. 38 (hereinafter “Compilation 2”), which was released by Defendant STB on or about November 20, 2007.

166. Upon information and belief, Compilation 2 has sold millions of records.

167. McKenzie never signed a license agreement or authorization for the Controlled Compositions to be included on Compilation 2.

168. Nevertheless, STB illegally acquired, reproduced and distributed a Controlled Composition on Compilation 2 even though there is no agreement between McKenzie and STB for the use and/or exploitation of the title – “Roots.”

169. Moreover, there was no monetary consideration given to either Plaintiff for the title’s use and/or exploitation by STB.

170. One of the Controlled Compositions was illegally acquired, reproduced and distributed on The Biggest Reggae One Drop Anthems 2007 (hereinafter “Compilation 3”),

which was released by Defendant GPL on or about September 25, 2007, prior to any agreement made and entered into between McKenzie and GPL. A copy of the catalog information is annexed hereto as **Exhibit “I.”**

171. Upon information and belief, Compilation 3 has sold millions of records.

172. McKenzie never signed a license agreement or authorization for the Controlled Composition to be included on Compilation 3.

173. Nevertheless, GPL reproduced and distributed the Controlled Composition on Compilation 3 even though there is no agreement between McKenzie and STB for the use and/or exploitation of the title – “Roots.” Moreover, there was no monetary consideration given to either Plaintiff for the title’s use and/or exploitation by GPL.

174. VP Records, STB, and GPL continue to claim sole copyright ownership and publishing rights to said compositions to performance societies worldwide without Plaintiffs’ authorization and despite several requests made to VP Records and GPL by McKenzie to discontinue the alleged infringement. See Exhibit “C.”

175. VP Records and GPL continue to collect revenues generated from the previously mentioned infringement.

176. VP Records was expressly told by Andre Morris of Freemind on multiple occasions that they were in violation of Freemind’s copyright and/or owed royalties.

177. VP Records responded once to Plaintiffs’ good faith letters advising McKenzie and Freemind that they maintain their rights to any copyright and to not sue VP Records because the case is closed and Freemind will lose. See Exhibit “C.” Defendants have infringed upon the Plaintiffs’ exclusive copyrights for the Defendants’ own commercial gain

while failing to compensate the Plaintiffs for the use of said copyrighted material, in violation of 17 U.S.C. 512.

178. Through their conduct averred herein, Defendants have infringed Plaintiff's copyright in violation of the Copyright Act, 17 U.S.C. §§ 106 and 501.

179. Defendants' acts of infringement are willful, intentional and purposeful, in disregard of and with indifference to Plaintiffs' rights.

180. As a direct and/or proximate result of Defendants' wrongful conduct, the Plaintiffs have been irreparably harmed, suffered damage and the Defendants have profited in an amount of millions of dollars to be determined at trial. The Defendants infringed on the Plaintiff's exclusive copyrights when it distributed and sold, and continues to distribute and sell sound recordings, digital downloads, licenses, music streams and any and all other economic forms of exploitation embodying the Controlled Compositions. The Defendants' reproduction and release of the Controlled Compositions was unauthorized as, these actions were taken without a license or consent. By virtue of this unauthorized commercial exploitation the Defendants have realized illegal earnings.

181. Further, the Defendants infringed upon the Plaintiffs' exclusive copyrights in and to the Controlled Compositions when it issued and/or authorized others to issue licenses to third parties for the use, publication and exploitation of the Controlled Compositions. Said licenses were issued without the authority and consent of the copyright owners. By virtue of this unauthorized commercial exploitation the Defendants have realized illegal revenues.

182. As a direct and proximate result of the Defendants infringement on the Plaintiffs' exclusive copyright in and to the Controlled Compositions, the Plaintiffs have suffered damages. Said injuries are continuing and will not abate in the future.

183. Plaintiffs are further entitled to statutory damages pursuant to 17 U.S.C. § 504(c) for Defendants' infringement of each of the Controlled Compositions. Additionally, Plaintiffs are entitled to their attorneys' fees and costs pursuant to 17 U.S.C. § 505.

184. Plaintiffs have been damaged in amounts in excess of the jurisdictional limits of seventy-five thousand dollars (\$750,000.00).

185. Plaintiffs are also entitled to Defendants' profits attributable to the infringement, pursuant to 17 U.S.C. § 504(b), including an accounting of and a constructive trust with respect to such profits.

186. By their actions, each of the Defendants have infringed or have contributed to the infringement upon Plaintiff's copyrighted work in the Plaintiff's Controlled Compositions by recording, producing, distributing, and placing in the market albums throughout the United States.

187. All conditions precedent to the filing of this action have been performed or have otherwise occurred, in that Plaintiff has registered with the U.S. Copyright Office her copyright in the Plaintiff's Sound Recording, which will be filed under separate cover.

188. Plaintiffs are further entitled to recover from Defendants the actual damages that Plaintiffs' have sustained and will sustain to the detriment of Plaintiffs as a result of their act of copyright infringement as properly alleged above.

189. For the reasons set forth herein, Plaintiff demands judgment against each Defendant for damages at Plaintiff's option as provided for in 17 U.S.C. § 504, interest, costs, attorneys' fees under 17 U.S.C. § 505, and such other and further relief as the Court deems just and proper.

190.

**FIFTH CAUSE OF ACTION – AS TO DEFENDANTS VP RECORDS, STB & GPL**

**FRAUD**

191. Plaintiffs repeat and reallege each allegation contained in the foregoing paragraphs of the Complaint as if set forth in full herein.

192. By unilaterally backdating agreements to suit their own interests, Defendants VP Records and GPL materially misrepresented as to the dates on which McKenzie's obligations under the VP Recording Agreement and GPL Songwriter Agreement came into effect.

193. As to Defendant VP Records, they materially misrepresented the date on which the VP Recording Agreement was in fact made and/or entered into by both parties. In or around November 2007, negotiations for the long form of the VP Recording Agreement were still in progress and thus McKenzie could not have signed/agreed to the terms within the VP Recording Agreement on May 1, 2007. Defendant VP Records intended to induce McKenzie's reliance on the backdated VP Recording Agreement in an effort for VP Records to claim ownership and publishing rights to certain Intellectual Property created and recorded prior to the term of all agreements with the Defendants without Plaintiffs' consent or permission. McKenzie justifiably relied on the material misrepresentation, which has resulted in monetary damages due to Plaintiffs' inability to lawfully recoup for the public performance and publishing of these Intellectual Property.

194. As to Defendant GPL, they materially misrepresented the date on which the GPL Songwriter Agreement was in fact made and/or entered into by both parties. On or about October 13, 2008, the negotiations for the GPL Deal Memo, which preceding the long form of the GPL Songwriter Agreement, were still underway and thus McKenzie could not have signed/agreed to the terms within the GPL Songwriter Agreement on December 1, 2007. Moreover, the execution date of

the deal memo that preceded the 2007 Recording Agreement is June 26, 2007, which is subsequent to the purported date on which the long form was signed. A copy of the 2007 Recording Agreement Deal Memo is annexed hereto as **Exhibit “G.”**

195. Defendant GPL intended to induce McKenzie’s reliance on the backdated Songwriting Agreement in an effort for GPL to claim ownership and publishing rights to certain Intellectual Property without Plaintiffs’ consent or permission. McKenzie justifiably relied on the material misrepresentation, which has resulted in monetary damages due to Plaintiff’s inability to lawfully recoup for the public performance and publishing of these Intellectual Properties without consent, permission, or fair compensation.

196. Moreover, Defendant VP Records misrepresented its relationship with Defendant GPL at the time of the negotiations for the GPL Deal Memo. Particularly, in an email exchange on or about October 13, 2008, Olivier Chastan on behalf of Defendant VP Records represented that VP Records did not administer Greensleeves Publishing in the United States. A copy of the email exchange containing this assurance is annexed hereto as **Exhibit “K.”** **On July 31, 2008 Olivier further distanced Greensleeves from VP Records in another email exchange when he attempted to induce McKenzie with a \$2000 advance on an unsigned GPL longform agreement disguised as “Tour Support”. In his exchange Olivier quoted “ I do not have check signing authority on VP Records bank account, only on Greensleeves, so I could not commit to offering something that should be taken up directly with VP Records.**

197. Moreover, GPL has held itself out as a “private limited liability company organized under the laws of the United Kingdom with its U.S. headquarters located at 89-05 138th Street, Jamaica, NY, 11435” and as “an owner and administrator of musical compositions in the United States and throughout the world.” Greensleeves Publishing Ltd.

v. Christopher Maurice Brown pka Chris Brown et al., 1:21-cv-05751-ALC-RWL (S.D.N.Y. 2021).

198. VP Records entered into the GPL Memo with the intention of deceiving McKenzie into believing that she had, in fact, entered into an agreement with GPL.

199. Accordingly, VP Records knowingly made this false representation in an effort to induce McKenzie to rely on the independence of GPL as a separate, distinctive entity with which she would be contracting business. McKenzie justifiably relied on this material misrepresentation, and, but if it was not for this material misrepresentation by VP Records, McKenzie would not have entered into the GPL Songwriter Agreement.

200. The representations made by Oliver Chastan on behalf of VP Records and at VP Record's instruction and consent were false at the time they were made, and Oliver Chastan knew them to be false and they were made for the purpose of inducing McKenzie into entering the GPL Deal Memo.

201. At the time Oliver Chastan made these false representations on behalf of VP Records, McKenzie was ignorant of the true facts and believed the representations to be true. McKenzie relied on the representations by entering into the agreement with GPL. McKenzie's reliance was reasonable in that the false representations were made in writing by Oliver Chastan who assured McKenzie in writing that VP Records did not administer Greensleeves Publishing in the United States. See Exhibit "K."

McKenzie had previously denied publishing rights to VP Records through their entity STB because of McKenzie's desire to keep her recording and publishing separately managed and because of her publishing contract with Free Minds Publishing, which was effective through January 19, 2008. The concealment of their intentions is shown by (1) the email correspondence

to sign the songwriter agreement with STB see “Exhibit N” , which is identical in form and substance to the GPL Songwriter Agreement see “Exhibit G” and (2) the use of GPL’s London address on the initial royalty statements see Exhibit L. Thus, if McKenzie had known the true facts she would not have entered into the GPL Deal Memo.

202. Defendants’ wanton disregard of their obligations under the VP Recording Agreement, the GPL Songwriter Agreement, the GPL Co-Publishing and Administration Agreement, and the VP Exclusive Recording and Ancillaries Agreement (collectively the “Royalty Agreements”) emanates from their preconceived and undisclosed intention of not performing them and of continuing their dishonest accounting schemes so as to perpetuate their longstanding pattern of corrupt accounting practices that have deprived Plaintiff of millions of dollars in royalties.

203. VP Records’ fraudulent practice of not submitting artist sales to RIAA for gold and/or platinum certification also helps them hide to true number of sales as there is no outside party keeping track of sales forcing Plaintiffs to rely solely upon the information provided by the Defendants.

204. Defendants’ fraudulent practices and their self-serving course of conduct was designed to enrich themselves at Plaintiffs’ expense. Toward this end, and among other things, Defendants falsified documents by disseminating underreported royalties, utilizing improper rates and prices, hiding lucrative side deals with third parties, selling bootleg copies of McKenzie’s music, exploiting the Intellectual Property without permission, and generally using evasive tactics to conceal information from Plaintiffs regarding the true disposition, use, and earnings of the Intellectual Property.

205. These activities, particularly when viewed in light of Defendants’ history of

malfeasance, are indicative of their fraudulent intent to continue to take advantage of Plaintiffs by perpetuating their deceitful conduct. Defendants never possessed a good faith intention of fully performing under the Royalty Agreements.

206. In addition to concealing the true disposition of the Intellectual Property, Defendants fraudulently and intentionally failed to disclose various collateral benefits they planned to receive, and did receive, at Plaintiffs' expense. These benefits include, but are not limited to, Defendants' receipt of payments based on unauthorized and undisclosed deals with third party companies and other licensees, and Defendants' receipt of third-party benefits, bargaining power and other promotional advantages for their other artists in exchange for unauthorized dissemination and secret exploitation of the Intellectual Property.

207. These concealed benefits, omitted from royalty statements, reflect collateral purposes behind Defendants' representations and assurances contained in the Royalty Agreements. Defendants concealed these secret collateral "side deals" with various third parties and they concealed their use of McKenzie's Intellectual Property as currency with vendors for their own advantage, in order to pursue their ulterior motives independent of the bargain comprising the Royalty Agreements.

208. Defendants were at all times aware that their misrepresentations regarding these extraneous third-party deals were fraudulent, false and deliberately misleading in connection with the negotiation and execution of the Royalty Agreements, and that their misrepresentations were material to Plaintiffs' decision to enter into the Royalty Agreements. Defendants made these misrepresentations and omissions knowingly and with the intention of inducing Plaintiffs to rely upon them in deciding to enter into the royalty agreements. Had

Defendants not made these misrepresentations and omissions, but rather disclosed that they had these secret side deals with the third-party licensees and that they planned to continue to use McKenzie's recordings to further their business advantages for their other artists and at Plaintiffs' expense, Plaintiffs would not have entered into the Royalty Agreements or would have done so based on substantially different and more advantageous terms.

209. Plaintiffs reasonably and justifiably relied upon Defendants' representations in entering into the Royalty Agreements.

210. As the direct and proximate result of Defendants' fraudulent conduct and collateral side deals, Plaintiffs have sustained and will sustain damages including the loss of royalty income and the dilution of the legitimate market for sale of McKenzie's Intellectual Property together with other and further damages to be proved at trial.

211. Furthermore, Defendants were uniquely positioned to ensure the success of their massive fraudulent scheme and their gross, systematic and pervasive failing to report or underreporting of royalties. At all times relevant to the negotiation and execution of the Royalty Agreements, Defendants had superior knowledge that they had instituted various procedures and policies to defraud Plaintiffs, and intended to continue to defraud Plaintiffs, from receiving the full amount of royalties due.

212. At all pertinent times, Defendants had sole access to, and knew the true facts concerning their underreporting, but intentionally misrepresented and failed to disclose and actively concealed the true disposition of the recordings and the royalties related thereto, with knowledge that Plaintiffs would and did rely upon such misrepresentations and omissions to Plaintiffs' detriment in an effort to cause Plaintiffs to forego millions of dollars in royalties. Defendants' superior knowledge regarding the exploitation and true disposition of McKenzie's

recordings was not available to Plaintiffs and Defendants knew this and used this to their advantage to conceal their profits. Indeed, even after years of effort by Plaintiffs' representatives, auditors, and attorneys to investigate and uncover the extent of underreported royalties, the specific details of Defendants' schemes and the full nature, scope and extent of their underreporting remains peculiarly within Defendants' knowledge, which fact is exacerbated by Defendants' continuous failure to respond to Plaintiffs' request for an accurate accounting.

213. Plaintiffs could not with reasonable diligence have discovered Defendants' misconduct and collateral "side deals" because Defendants' malfeasance was reflected principally by omissions from, and misrepresentations contained in, royalty statements furnished by Defendants and Defendants maintained exclusive knowledge of, and control over, the documents, paper and things containing the true facts concerning royalties payable to Plaintiffs.

214. Additionally, Defendants VP Records, STB and GPL fraudulently registered copyrights of certain Intellectual Property, which were made outside of any agreement between McKenzie and any of the Defendants and for which McKenzie did not deliver as a work-for-hire or transfer to VP Records, STB or GPL. See Exhibit "B"; see also Exhibit "Q".

215. Defendants have acted willfully, maliciously and with gross, wanton and deliberate dishonesty and with complete disregard for the interests of Plaintiffs.

216. Defendants' conduct was and is morally reprehensible, especially when viewed in light of their endemic pattern of cheating Plaintiffs out of royalties.

217. An award of exemplary and punitive damages is necessary to punish and

deter such conduct so that it does not occur again.

218. As the direct and proximate result of Defendants' fraudulent conduct, Plaintiffs are entitled to recover compensatory damages from Defendants in an amount to be determined at trial, but not less than Five Million Dollars (\$5,000,000.00), together with other damages caused by Defendants' conduct, together with appropriate interest thereon, and exemplary and punitive damages.

**SIXTH CAUSE OF ACTION – AS TO ALL DEFENDANTS**

**ACCOUNTING FOR PROFITS OWED TO PLAINTIFF**

219. Plaintiffs repeat and reallege each allegation contained in the foregoing paragraphs of the Complaint as if set forth in full herein.

220. Plaintiff owns the copyright in the following sound recordings ("Controlled Compositions"): "Wrong Address," "Roots," "Nuclear," "Don't Forget," "Live & Love Life," and "Jah Chariot" (collectively registered under "The Strong One," (Reg. PA0002281410); "Free" (Reg. PA0002268199); "Happy Heart" (Reg. PA0002275076); "Beautiful Day" (Reg. SR0000887228); and "I Am Not Afraid" (App. 1-12082128258), each of which, with the exclusion of the pending application before the Copyright Office for "I Am Not Afraid," is the subject of a valid Certificate of Copyright Registration issued by the Register of Copyrights. See Exhibit "A."

221. All of the Controlled Compositions were illegally acquired and distributed on the 16-track album, "The Strong One," released by Defendant VP Records on or about June 17, 2008 (i.e., "Roots," "Don't Forget," "Jah Chariot," "Live & Love Life," "I Am Not Afraid," and "Nuclear") without McKenzie's written consent and without just compensation.

222. VP Records has received and continues to receive income and royalty payments

from distributors and/or third parties in connection with the Intellectual Property in the Controlled Compositions that were commercially released during the term of the VP Recording Agreement and the 2014 Recording Agreement but has failed to pay any earnings to the Plaintiffs.

223. Defendant GPL has received and continues to receive income and royalty payments from distributors and/or third parties in connection with the Intellectual Property in the Controlled Compositions that were commercially released and/or published during the term of the GPL Songwriter Agreement but has failed to pay her total entitled earnings to the Plaintiffs.

224. Defendants GPL and /, including VP Records and STB have received and continue to receive income and royalty payments from distributors and/or third parties in connection with the Intellectual Property in the Controlled Compositions that were commercially released and/or published during the term of the GPL Co-Publishing and Administration Agreement but has failed to pay her total entitled earnings to the Plaintiffs.

225. Defendants have kept for themselves all of the profits, royalties, and credit derived from the exploitation of the Controlled Compositions to the prejudice of Plaintiff. Accordingly, Plaintiff is entitled to the profits and royalties generated from the licenses granted by or paid to Defendants.

226. Defendants have an obligation to share with the Plaintiff the profits made from the licenses.

227. Defendants have received substantial earnings by exploiting the rights to the Controlled Compositions.

228. Defendant's action deprived the Plaintiff of any amounts rightfully owed to her

as an author of the Controlled Compositions.

229. All condition precedent to this filing of this action have been performed or have otherwise occurred.

230. For the reasons set forth herein, Plaintiff demands judgment against Defendants for deprivation of profits owed to Plaintiff for the use and license of the Controlled Compositions and such other and further relief as the Court deems just and proper, including, but limited to, reasonable compensatory damages emanating from the loss of the credit due to Plaintiff.

**DEMAND FOR BENCH TRIAL**

The Plaintiffs demand a bench trial on all causes of action alleged herein.

**PRAYER FOR RELIEF**

WHEREFORE, the plaintiffs, Shauna McKenzie p/k/a Etana demand judgment against the Defendants as follows:

- (a) For a judgment that the Defendants have violated the Copyright Act and that such violations have been willful;
- (b) Compensatory damages from the Defendants, jointly and severally, in an amount to be determined at trial, but that is not less than Two Hundred and Fifty Thousand Dollars (\$750,000.00), plus interest per cause;
- (c) An immediate termination of use of all intellectual property owned by McKenzie and revocation of any rights deemed transferred or claimed by defendants under the GPL songwriter agreement.
- (d) An accounting of all monies, income, profit and/or expenses generated in connection with the commercial exploitation of the Intellectual Property resulting from the

conduct alleged above from inception to date and/or in the alternative for the fourteen (14) year period prior to the filing of this Complaint;

- (e) Disgorgement of Defendants' profits resulting from the conduct alleged above;
- (f) An order terminating all of Defendants rights under the VP Recording Agreement, GPL Songwriter Agreement, GPL Co-Publishing and Administration Agreement, and the VP Exclusive Recording and Ancillaries Agreement;
- (g) For judgment assessing Defendants for the damages in excess of ten million dollars (\$10,00,000.00) plus interest suffered by Plaintiffs, including an award of actual damages and Defendants' profits attributable to the infringement, or statutory damages (at Plaintiffs ' election) under the Copyright Act, as well as costs and attorney's fees to the full extent provided for by Sections 501, 504 and 505 of the Copyright Act, 17 U.S.C. §§ 501, 504 and 505; damages and profits shall include all profits and damages resulting from exploitation of the Controlled Compositions domestically and internationally, as well as any and all profits and damages attributable to the infringement, including but not limited to: record sales; downloads; ringtones; public performance revenues; digital revenue; streaming revenue; synchronization licensing; merchandising; advertising revenue; any and all music publisher income; any and all record master income; any and all record income; any and all Sound Exchange, BMI, ASCAP, PRS, SESAC, PPL, SOCAN, MCPS, Harry Fox Agency, and any and all collection society, mechanical society and performance society income worldwide;
- (h) Compensatory damages from the Defendants, jointly and severally, in an amount to be determined at trial, but that is not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) plus interest;

- (i) Punitive and exemplary damages in a sum to be set by the trier of fact;
- (j) Together with pre- and post-judgment interest, attorneys' fees, costs, and disbursements as provided by law and such other and further relief as the Court deems just and proper.

DATED: 04/23/2023

Respectfully submitted,

By: 

Shauna Mckenzie-Morris

Plaintiff: ProSe

Address: 11077 Biscayne Blvd. Suite  
200, Miami, FL. 33161

Exhibit Index

Exhibit A -List of Plaintiffs' Intellectual Property and Certificates of Copyright Registration issued by the Register of Copyrights

Exhibit B -Kemar McGregor's Affidavit with attached song list of titles created by both Kemar McGregor and plaintiff.

Exhibit C - Work for hire production agreement from Producers paid by McKenzie to create the intellectual Property between 2005 and 2007.

Exhibit D -A copy of the July 10, 2006 Greensleeves Publishing deal memo and receipt confirming \$3000 Advance received.

Exhibit E - Email from a Greensleeves employee on February 3<sup>rd</sup>, 2011, resending the Greensleeves Long form agreement and the attached Greensleeves long form agreement. The exhibit expiration letter of the Greensleeves Publishing agreement signed by Olivier Chaston on September 14, 2012.

Exhibit F - A copy of V.P. Records Retail Outlet, Inc. "About Us" page and "Artists -ETANA"

Exhibit G- A copy of the VP Record short form agreement sent on June 27, 2007 and the May 1, 2007 VP Records long form agreement.

Exhibit H - A copy of VP Records album track list for Strictly the Best Vol. 36 release in 2006 containing Plaintiff Intellectual property "Wrong Address."

Exhibit I -A copy of Greensleeves album track list for "The biggest Reggae One Drop Anthem 2007" Containing the plaintiff intellectual property "Roots". The exhibit also contains the fraudulently. Registered copyright with the US copyright office (SR0000682253).

Exhibit J -A copy of the “Strong One Album” liner notes, the expense report From VP Record Containing bills charged to plaintiff for her intellectual property added to the album and Fraudulent copyright registration (SR0000678462) excluding Plaintiff authorship or ownership.

Exhibit K -A copy of an email from Olivier Chaston on July 28, 2008, offering to pay the balance of the Greensleeves publishing agreement prior to the longform being finalized.

- Another email from On July 31, 2008, distancing Greensleeves from VP Records.
- An email from Plaintiff representative responding to Olivier rejecting his offer for “Tour Support”.
- An email from Olivier on October 13, 2008 advising that VP does not administer publishing in the US.

Exhibit L -A copy of Greensleeves original royalty statements with UK address and converted. Greensleeves royalty statement with US address and US currency.

Exhibit M -A copy of an email from plaintiff requesting a copy of the 2014 co- publishing agreement and the 2014 co-publishing agreement.

Exhibit N -A copy of an email from plaintiff representative on May 13, 2008, turning down the STB Long form publishing agreement and a response from defendants representative Alex Threadgold stating he would fraudulently still move forward to register McKenzie’s Copyright.

Exhibit O -A copy of an email from Defendants representative Alex Threadgold on December 21, 2007 Sending the STB long form publishing agreement and a copy of the STB long form agreement

Exhibit P -A copy of the front sheet of the VP Records Artist Royalty tatements from July 2010 and first half 2021 Artist Royalty statement showing current arrear after 13 years.

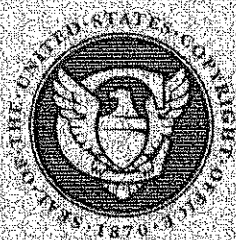
Exhibit Q -A copy of fraudulent registrations of intellectually property owned and co- owned by plaintiff based on the terms in GPL agreement.

Exhibit R -A list of song titles exploited by Defendants.

Exhibit S -A copy of Defendants "Rub a Dub riddim album cover with release date March 2008 containing Plaintiff's intellectual property "I am Not Afraid" and fraudulent copyright registration.

# Exhibit "A"

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.



*Shira Perlmutter*  
United States Register of Copyrights and Director

**Registration Number**  
**PA 2-281-410**  
**Effective Date of Registration:**  
October 28, 2020  
**Registration Decision Date:**  
March 16, 2021

## Title

**Title of Work:** THE STRONG ONE  
Volume: 1  
**Content Title:** 1. Don't Forget  
2. Jah Chariot  
3. Roots  
4. Wrong Address  
5. Live & Love Life  
6. Nuclear

## Completion/Publication

**Year of Completion:** 2008  
**Date of 1st Publication:** June 17, 2008  
**Nation of 1st Publication:** United States

## Author

**Author:** Shauna McKenzie  
**Author Created:** Lyrics  
**Citizen of:** United States

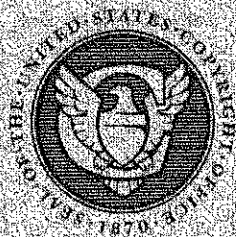
## Copyright Claimant

**Copyright Claimant:** Shauna McKenzie  
6410 SW 16th Court, North Lauderdale, FL, 33068, United States

## Limitation of copyright claim

**Material excluded from this claim:** music

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shira Perlmutter*  
United States Register of Copyrights and Director

Registration Number  
**PA 2-268-199**  
Effective Date of Registration:  
October 28, 2020  
Registration Decision Date:  
December 16, 2020

## Title

Title of Work: FREE  
FREE

## Completion/Publication

Year of Completion: 2010  
Date of 1st Publication: December 03, 2010  
Nation of 1st Publication: United States  
International Standard Number: ISWC T9180769760

## Author

- Author: Shauna McKenzie  
Author Created: lyrics  
Citizen of: United States
- Author: Leonard Moody  
Author Created: lyrics  
Citizen of: Jamaica
- Author: Kemar McGregor  
Author Created: music  
Citizen of: United States

## Copyright Claimant

Copyright Claimant: Shauna McKenzie  
6410 SW 16th Court, North Lauderdale, FL, 33068, United States

## Limitation of copyright claim

Material excluded from this claim: music

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shira Perlmutter*  
United States Register of Copyrights and Director

Registration Number  
**PA 2-275-076**  
Effective Date of Registration:  
October 28, 2020  
Registration Decision Date:  
February 03, 2021

## Title

Title of Work: HAPPY HEART  
Previous or Alternate Title: Baby I Love You  
Happy Heart Acoustic  
Happy Heart in Dub  
Baby I Love You in Dub

## Completion/Publication

Year of Completion: 2010  
Date of 1st Publication: February 04, 2011  
Nation of 1<sup>st</sup> Publication: United States  
International Standard Number: ISWC T9180769782

## Author

- Author: Shauna McKenzie  
Author Created: lyrics  
Citizen of: United States
- Author: Kemar McGregor  
Author Created: music  
Citizen of: United States

## Copyright Claimant

- Copyright Claimant: Shauna McKenzie  
6410 SW 16th Court, North Lauderdale, FL, 33068, United States
- Copyright Claimant: Kemar McGregor

Labelled View

*Happy Heart.*

Relevance: ■ ■ ■ ■ ■

Type of Work: Music

Registration Number / Date: PA0001796464 / 2011-12-02

Application Title: Riddim Driven: Sweet.

Title: Happy Heart.

Description: Compact disc.

Copyright Claimant: Paul Crosdale.

STB Music Inc. Transfer: By written agreement. Address: 89-05 138th Street, Jamaica, NY, 11435, United States.  
Greensleeves Publishing Ltd., Transfer: By written agreement.

Date of Creation: 2009

Date of Publication: 2009-07-06

Nation of First Publication: United States

Authorship on Application: Kemar McGregor; Domicile: Jamaica; Citizenship: Jamaica. Authorship: music.

Shauna Gayle Melissa McKenzie. Authorship: lyrics.

Paul Crosdale. Authorship: music.

Rights and Permissions: Gemma Loflan, STB Music Inc, 89-05 138th Street, Jamaica, NY, 11435, United States

Copyright Note: C.O. correspondence.

Contents: Happy Heart - Etana.

Names: McGregor, Kemar

McKenzie, Shauna Gayle Melissa

Crosdale, Paul

STB Music Inc

Greensleeves Publishing Ltd.



**Copyright**

United States Copyright Office

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**Public Catalog**

Copyright Catalog (1978 to present)

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Search Results: Displaying 18 of 120 entries

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Labeled View

***I AM NOT AFRAID.***

Type of Work: Music

Registration Number / Date: PA0001778425 / 2012-03-23

Application Title: I AM NOT AFRAID.

Title: I AM NOT AFRAID.

Appears in: RUB A DUB

Description: Compact disk (CD)

Copyright Claimant: STB Music Inc, Transfer: By written agreement. Address: 89-05 138th Street,  
Jamaica, NY, 11435, United States.

Greensleeves Publishing Ltd, Transfer: By written agreement. Address: 89-05 138TH  
Street, Jamaica, Queens, NY, 11435, United States.

Date of Creation: 2008

Date of Publication: 2008-03-31

Nation of First Publication: United States

Authorship on Application: KEMAR MCGREGOR; Domicile: Jamaica; Citizenship: Jamaica. Authorship:  
music.

SHAUNA MCKENZIE; Domicile: Jamaica; Citizenship: Jamaica. Authorship: lyrics.

LLAMAR BROWN; Domicile: Jamaica; Citizenship: Jamaica. Authorship: music.

Rights and Permissions: Gemma Lotfian, STB Music Inc, 89-05 138th Street, Jamaica, NY, 11435, United  
States

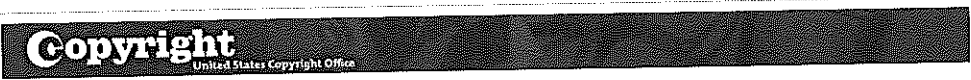
Names: MCGREGOR, KEMARMCKENZIE, SHAUNABROWN, LLAMARSTB Music IncGreensleeves Publishing Ltd

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### Public Catalog

Copyright Catalog (1978 to present)

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### *I AM NOT AFRAID.*

Type of Work: Sound Recording

Registration Number / Date: SR0000949938 / 2022-12-31

Application Title: I AM NOT AFRAID.

Title: I AM NOT AFRAID.

Description: Electronic file (eService)

Copyright Claimant: SHAUNA MCKENZIE. Address: 3345 NW 22ND CT, LAUDERDALE LAKES, FL, 33311, United States.

FREE MINDS PUBLISHING, Transfer: By written agreement. Address: 3345 NW 22ND CT, LAUDERDALE LAKES, FL, 33068, United States.

Date of Creation: 2006

Date of Publication: 2007-11-12

Nation of First Publication: United States

Authorship on Application: SHAUNA MCKENZIE; Citizenship: United States. Authorship: sound recording.  
LEON MOODY; Citizenship: Jamaica. Authorship: sound recording.  
KEMAR MCGREGOR; Citizenship: United States. Authorship: sound recording.

Rights and Permissions: SHAUNA MCKENZIE, freemind.music1@gmail.com

Names: MCKENZIE, SHAUNA  
MOODY, LEON  
MCGREGOR, KEMAR  
FREE MINDS PUBLISHING

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Enter your email address:	<input type="text"/> <input type="button" value="Email"/>

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*Mocking Bird.*

Relevance: ■■■■

Type of Work: Music

Registration Number / Date: PA0001785337 / 2012-05-09

Application Title: Mocking Bird.

Title: Mocking Bird.

Appears In: Riddim Driven: Ghetto Riddim

Description: Compact disc.

Copyright Claimant: L Moody. Address: C/o 89-05 138th Street, Jamaica, Queens, NY, 11435, United States.

STB Music Inc, Transfer: By written agreement. Address: 89-05 138th Street, Jamaica, NY, 11435, United States.  
Greensleeves Publishing Ltd, Transfer: By written agreement. Address: 89-05 138TH Street, Jamaica, Queens, NY, 11435, United States.

Date of Creation: 2010

Date of Publication: 2010-01-12

Nation of First Publication: United States

Authorship on Application: Kemar McGregor; Domicile: Jamaica; Citizenship: Jamaica. Authorship: music.

Shauna Gayle Melissa Mckenzie; Domicile: United States; Citizenship: United States. Authorship: lyrics.

L Moody; Domicile: Jamaica; Citizenship: Jamaica. Authorship: lyrics.

Pre-existing Material: Music bed by Kemar McGregor registered separately.

Basis of Claim: All additional music and lyrics.

Rights and Permissions: Gemma Loftan, STB Music Inc, 89-05 138th Street, Jamaica, NY, 11435, United States

Copyright Note: C.O. correspondence.

Names: McGregor, Kemar

Mckenzie, Shauna Gayle Melissa

Moody, L

STB Music Inc

Greensleeves Publishing Ltd

# **Exhibit "B"**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK  
Southern District of New York  
New York, New York 1007

January 5th, 2023

KEMAR MCGREGOR  
4846 N. University DR, STE 114,  
Lauderhill Florida 33351.  
[kemara@hitecordsmusic.com](mailto:kemara@hitecordsmusic.com)

Shauna Mckenize/Freemind Music  
Jestina Lawrence and Andre Morris

:Case No. 1:22-cv-1138-GHW

Vs.

Vp Music Group, Greensleeves, STB,  
Vp Retail Outlet, Chris Chin,  
Olivier Chaston, Randy Chin, Patricia Chin, Greensleeves Publishing, STB, Et. al.

Attn: Honorable, Gregory H. Woods

Honorable Judge Woods,

I, Kemar McGregor, certify that I am of sound mind, and over the age of 18 and fully capable of writing this affidavit. I have first-hand knowledge of the following information herein and I certify that to the best of my knowledge, all stated is true and correct.

I Kemar McGregor certify that I did not license any Sound Recording Masters, Musical Composition or Copyright to Vp Music Group, STB (Strictly the Best) Music, or Greensleeves Publishing, Warner Music, BMG, Sony Music ATV, ADA "Alternative Distribution Alliance", or any of their affiliates for the Strong One album, or Free Expressions for the Artist Etana or Shauna McKenzie.

I have entered into multiple licensing agreement with VP Music Group for several riddim albums which includes various artists and the Artist Etana. The albums that include songs by Etana are: "Rub-a-dub riddim", "Rock Steady Riddim," "Sweet Riddim", "Ghetto Riddim", released between 2007 and 2009. The titles were also placed on other VP releases. VP Music Group took the song titles with Etana and placed them on the Strong One Album and Free Expressions.

Around 2010 or 2011, VP Music Group forged my signature on a co-publishing agreement and sold my publishing to BMG rights management which also includes all the songs I have created with Shauna McKenzie recorded in 2005 -2006. *See song titles listed on Exhibit "D" herein as Exhibit "A"*

Because I did not accept the fraudulent publishing agreement, I contacted BMI and BMG rights management to inform them that I did not sign the publishing agreement with VP for the rights to my publishing. VP Music group then filed a lawsuit against me in 2011 stating that I have signed a publishing agreement and licensed multiple sound recordings to them. I responded to the lawsuit as a pro se and was served by VP records. Upon viewing the documents, I discovered that VP records registered all my titles fraudulently with the copyright office as a work for hire including all the titles, I have created with Shauna McKenzie in 2005, 2006. The companies settled with me in June 2014 and breached the settlement contract. I sued them in 2017 and they settled again 2018. Despite the two lawsuits and two settlements, VP Music Group still has not honored the settlements and continued their criminal activities by illegally collecting my royalties and the royalties of other parties. A settlement is not the remedy for VP Music Groups criminality.

Due to all the fraudulent registrations of VP Music Group/Greensleeves/ STB and BMG Rights Management, the Federal Judge who handled the case and settlement ordered me, the producer for the sound recording master and Musical composition, to provide the correct splits for all titles. The Judge required all parties to remain in court from 10 a.m. to 11 p.m. to ensure all the splits are correct for the document to be submitted on the court record to create an exhibit for the settlement agreement. The splits were submitted to the judge and only the composer splits were required because, I, Kemar McGregor, do not control the writer's share which belongs to the creator/ artist of the lyrics and melody. I insisted to the judge and my attorney, Linda Birkenfield, that I did not want the artistes share to be included because I don't know what the artiste's share are and I don't know if there are any co-writers. I also did not want VP Music Group to misrepresent the writers share to mislead the Performance Royalty Societies or the Artists. It was also made clear to the judge that all the recordings were made outside of VP Music Groups agreements with the artists. Especially Etana and Gyptian who VP Music Group's C.E.O Chris Chin stated are VP Music Groups exclusive and most important artists.

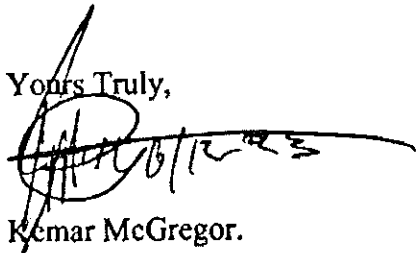
Exhibit D was created in the 2014 settlement agreement which included only the composers share. Because VP Music Group did not own the sound recording masters listed on Exhibit "D" which included songs with Etana, VP Music Group bought my, and Stephan Warren master rights. A copy of the exhibit 'D' is attached to this letter as an Exhibit A. This Exhibit "D"

should have been sent by VP Music Group to All the PRO's worldwide so that the correct splits can be acknowledge and registered. VP Music Group, to date, after two settlements, 8 years ago, refuses to send the Exhibit "D" to all Pros.

December 2<sup>nd</sup>, 2008, VP Music Group stole copyright that I recorded with the artists Etana and Gyptian and fraudulently registered the titles as a work for hire and used the fraudulent copyright registration and sued Tads Records and collected thousands of dollars. The songs were recorded prior to Etana or Gyptian entering into any agreement with VP Records or VP Music group or Greensleeves limited, see attached exhibit B a copy of the lawsuit, settlement, and fraudulent copyright registration.

For 14 years, VP Records/VP Music Group, Greensleeves/ STB Music, and the Chin Family; Chris Chin, Randy Chin, Patricia Chin, has been backlisting me by sending around the 2005 fraudulent publishing agreement to every company which has made the companies believe I sold my publishing to VP Music Group and they have been collecting my royalties from all the companies. This action by VP Music Group crippled my income to such detriment that I could not afford an attorney. I rode the greyhound bus from South Florida, slept at the bus stop and train stations so that I could appear in court to prevent VP Music Group receiving a default judgement against me. If I didn't appear or answer to the complaint the court would have awarded them a default judgement. The C.E.O of VP Music Group has threatened me multiple times, including telling me that his pocket is full of money while I was suffering in the worst way. He also had thugs calling my phone and threatening my life. I am available to appear in court to testify against VP Music Group at your request. This company has taken my life from me, and no money can be offered by this company that will heal the pain and suffering I have been through over 14 years.

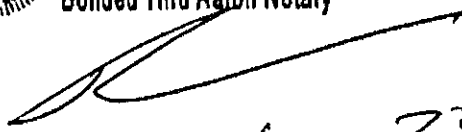
Yours Truly,



Kemar McGregor.



Robert Plecora  
Comm. #GG350885  
Expires: Oct. 28, 2023  
Bonded Thru Aaron Notary



1-6-2023

For Purposes of Settlement Only and Without

VP TITLES

ARTIST	TRACK	WRITER SPLITS	Master Owner/Sound Recording /Copyright Owner - Percentage Split (if any)	KM Publisher
Alborosie	Inna Di Garrison	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Alborosie	Inna Di Garrison Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Alborosie featuring the Tamlins	Inna the Garrison Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Alborosie featuring the Tamlins	Inna the Garrison in Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Anthony B	Cold Blooded Murderer	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Anthony B	Cold Blooded Murderer Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Anthony B	Cold Blooded Murderer in Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Anthony B	Cold Blooded Murderer in Dub	KM 50% (Keith Blair 50%)	VP w Kemar McGregor 1	Flava Roots Publishing
Anthony B	How Do You Feel	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Anthony b	How Do You Feel Acoustic	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Anthony B	How Do You Feel in Dub	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Anthony B	Striving	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Anthony B	Striving Acoustic	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Anthony B	Striving in Dub	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Beres Hammond	No Apology aka One Life To Live	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Beres Hammond	One Life To Live Acoustic	KM 50%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Beres Hammond	One Life To Live Dub	KM 50%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Beres Hammond	See You Again (Hunt You Down)	KM 25%, SW 25%	VP w Kemar McGregor 4	Kingston Songs
Beres Hammond	See You again Acoustic	KM 25%, SW 25%	VP w Kemar McGregor 4	Kingston Songs
Beres Hammond	See You Again In Dub	KM 25%, SW 25%	VP w Kemar McGregor 4	Kingston Songs
Bobby Tenna	Battlefield	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Bobby Tenna	Battlefield Acoustic	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Bobby Tenna	Battlefield in Dub	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Bushman	Arms Of A Woman	KM 0%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Capleton	Justice Is All We Need	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Capleton	Same Old Story	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Capleton	Same Old Story Dub	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Flava Roots Publishing
Capleton	Save Dem in Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Capleton	Save Dem Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing

OK

Capleton	Save Dem aka Protect Them aka Protect Us I am for the Poor Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Chuck Fenda	I am for the Poor Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Chuck Fenda	I am for the Poor in Dub	KM 20%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Chezidek	Firm Up Yourself Acoustic	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Chezidek	Firm Up Yourself in Dub	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Chezidek	Firm Up Yuh Self	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Chuck Fenda	Bad Boy	KM 0%	VP w Kenar McGregor 1	Kingston Song
Chuck Fenda	Cold For The Money aka Money	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Song
Chuck Fenda	Girl You Make Me Cry	KM 30%, SW 15%	VP w Kenar McGregor 1	Flava Roots Publishing
Chuck Fenda	Heights aka Where Is The Justice	KM 35%	VP w Kenar McGregor 1; GRL w Kenar McGregor and No Doubt Records 3	Kingston Songs
Chuck Fenda	Heights Acoustic	KM 35%	VP w Kenar McGregor 1	Kingston Songs
Chuck Fenda	Heights in Dub	KM 35%	VP w Kenar McGregor 1	Kingston Songs
Chuck Fenda	Herbalist Farmer	KM 25%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Chuck Fenda	Herbalist Farmer Acoustic	KM 25%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Chuck Fenda	Herbalist Farmer in Dub	KM 25%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Chuck Fenda	I Am For The Poor	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Chuck Fenda	Oh Lord Forgive Them	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Chuck Fenda	Oh Lord Forgive them in Dub	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Chuck Fenda	Oh Lord Forgive them Acoustic	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Chuck Fenda	Our Father	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Chuck Fenda	Survivor aka Youths Have To Rise	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Chuck Fenda	Survivor Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Chuck Fenda	The Devil Is a Lie (aka The Devil Is a Liar)	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Chuck Fenda	Thin Line	KM 25%, SW 20%	VP w Kenar McGregor 1	Flava Roots Publishing
Chuck Fenda	Want To Be Free	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Chuck Fenda	Why Should I	KM 20%, SW 20%	VP w Kenar McGregor 1	Flava Roots Publishing
Chuck Fenda ft. Bushinatu	Tough Time	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Cocoa Tea	Sweeter	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Cocoa Tea	Sweeter Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Da'Ville	Soldier Girl	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Da'Ville	Soldier Girl Acoustic	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Da'Ville	Soldier Girl in Dub	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs

Demarco	Feel So Right aka Girl I Apologize	KM 40%	VP w Kemar McGregor 1	Kingston Songs
Demarco	Feel So Right Acoustic	KM 40%	VP w Kemar McGregor 1	Kingston Songs
Duane Stephenson	24 Hours	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Duane Stephenson	24 Hours Acoustic	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Duane Stephenson	24 Hours in Dub	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Duane Stephenson	Black Gold	KM 25%, SW 25%	K. McGregor/Nodoubt Records 50%, S. Warren 50%	Fiava Roots Publishing
Duane Stephenson	Crying Out	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Duane Stephenson	Crying Out Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Duane Stephenson feat. Ras Shiloh	Soon As We Rise Acoustic	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Duane Stephenson feat. Ras Shiloh	Soon As We Rise in dub	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Duane Stephenson ft. Ras Shiloh	Soon As We Rise	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Ras Shiloh	Take It With A Smile	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Hammer Musik Publishing
Eloquent	Take It With a Smile Acoustic	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Eloquent	Take It With a Smile in Dub	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Etana	Bad Mind	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Etana	Bad Mind Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Etana	Bad Mind in Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Etana	Badmine	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Etana	Beautiful day In Dub	KM 25%, SW 25%	Kemar McGregor owns 100% as a Work for Hire	Flava Roots Publishing
Etana	Better Day aka Beautiful Day	KM 25%, SW 25%	Kemar McGregor owns 100% as a Work for Hire	Flava Roots Publishing
Etana	Coming After My Soul	KM 35%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Etana	Dirty Ways	KM 25%, SW 25%	Kemar McGregor owns 100% as a Work for Hire	Flava Roots Publishing
Etana	Free	KM 25%, SW 25%	VP w Kemar McGregor 4	Flava Roots Publishing
Etana	Happy Heart	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Etana	Happy Heart Acoustic	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Etana	Happy Heart in Dub	KM 25%, SW 25%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Etana	I Am Not Afraid	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Etana	I Am Not Afraid Acoustic	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Etana	I Am Not Afraid In Dub	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Etana	I Know You Love Me	KM 35%, SW 5%	Kemar McGregor owns 100% as a Work for Hire	Flava Roots Publishing
Etana	Love Me For Real	KM 35%, SW 5%	Kemar McGregor owns 100% as a Work for Hire	Flava Roots Publishing
Etana	Love Me For Real Acoustic	KM 35%, SW 5%	Kemar McGregor owns 100% as a Work for Hire	Flava Roots Publishing
Etana	Love Me For Real In Dub	KM 35%, SW 5%	Kemar McGregor owns 100% as a Work for Hire	Flava Roots Publishing
Etana ft. Da Ville	Love You	KM 50%	VP w Kemar McGregor 4	Kingston Songs

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Eiana	Mocking Bird	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Eiana	Mocking Bird Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Eiana	Mocking Bird Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Fantuan Mojah	Frame	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Fantuan Mojah	Frame Acoustic	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Fantuan Mojah	Frame in Dub	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Fantuan Mojah	Most High Jah	KM 35%	VP w Kemar McGregor 1	Kingston Songs
Fantuan Mojah	Rising	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Fantuan Mojah	Rising Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Fantuan Mojah	Most High Jah Acoustic	KM 50%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Fantuan Mojah	Most High Jah in Dub	KM 50%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Fantuan Mojah	Rising Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Fiona	Which Side Are You On	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Fiona	Which Side Are You On Acoustic	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Freddie McGregor	Keep On Coming Back Acoustic	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Freddie McGregor	Keep On Coming Back in Dub	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Freddie McGregor	Keep On Coming Back aka Never Had A Love Like This Before	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Ghost & Roundhead	Can't You See	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Ghost & Roundhead	Can't You See in Dub	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Ginjah	Never Lost My Way	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Ginjah	Never Lost My Way Acoustic	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Ginjah	Never Lost My Way in Dub	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Ginjah	Prayer	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Ginjah	Prayer Acoustic	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Song
Ginjah	Prayer in Dub	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Ginjah	Prayers	KM 25%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Ginjah	Solidarity Acoustic	KM 0%	Kemar McGregor owns 100% as a Work for Hire	
Ginjah	Solidarity in Dub	KM 0%	Kemar McGregor owns 100% as a Work for Hire	
Ginjah	Where Is It	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Ginjah	Where Is It Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Glen Washington	Baby	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Glen Washington	Baby Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Glen Washington	Good Old Days	KM 0%	VP w Kemar McGregor 1	Flava Roots Publishing
Glen Washington	I Love You	KM 0%	VP w Kemar McGregor 1	Flava Roots Publishing
Glen Washington	No One Else But You	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs

Glen Washington	No One else But You Acoustic	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Glen Washington	No One else But You in Dub	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Glen Washington	Vibes	KM 25%, SW 25%	GRL w Kemar McGregor 3	Flava Roots Publishing
Gramps Morgan	Daring Its You	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Gramps Morgan	Its You Acoustic	KM 35%, SW 5%	VP w Kemar McGregor 1	Kingston Song
Gramps Morgan	One In A Million	KM 25%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Gramps Morgan	One In A Million Acoustic	KM 25%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Gramps Morgan	One In A Million in Dub	KM 25%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Gyptian	All I Wish Is Love	KM 35%, SW 5%	VP w Kemar McGregor 1	Kingston Songs
Gyptian	Around The World Acoustic	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Around The World aka Girl I Want To Go	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Around The World in Dub	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Beautiful Lady In Dub	KM 50%	VP w Ray Stephens	Kingston Songs
Gyptian	Beng Beng	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Beng Beng Live	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Confess Acoustic	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Guide Me	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	I Can Feel Your Pain	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Keep on Knocking	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Keep Your Calm	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Keep Your Calm Acoustic	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Life aka Togetherness	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Love Against The Wall	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Love Mean Everything Acoustic	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Flava Roots Publishing
Gyptian	Love Means Everything aka All I Wish is Love	KM 50%	Kemar McGregor owns 100% as a Work for Hire	Flava Roots Publishing

Gyptian	Love Means Everything In Dub	KM 35%, SW 5%	Kemar McGregor owns 100% as a Work for Hire	Flava Roots Publishing
Gyptian	Mama Acoustic	KM 50%	GRL w Kemar McGregor Ex Phono 3; VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Mama aka Better Days	KM 50%	GRL w Kemar McGregor Ex Phono 3; VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Mama Dont Cry	KM 50%	GRL w Kemar McGregor Ex Phono 3; VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Mama In Dub	KM 50%	GRL w Kemar McGregor Ex Phono 3; VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	More Love	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	More Money	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	My Head	KM 50%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Gyptian	My Head Acoustic	KM 50%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Gyptian	My Head in Dub	KM 50%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Gyptian	Nobody Cry	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Oh Girl	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Peaceful Acoustic	KM 50%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Gyptian	Revelations	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Gyptian	Revelations Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Gyptian	Revelations in Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Gyptian	School Girl	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Sensi	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Serious Times	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Serious Times in Dub	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Stop the Fussing and Fighting	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Take Me Higher	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Take My Money	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Thanks and Praise	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs

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Gyptian	Through the Valley	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Too Bad Mind	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Touch	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Wasting My Time	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	What Are We Fighting For aka Super Star	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Where's My Baby	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Woman I Love You	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	World Is Caving In	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	You Never Know	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Beautiful Lady	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian	Mama in Dub	KM 50%	GRL w Kenar McGregor Ex Phone 3; VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
Gyptian ft. Duane Stephenson	Rude Boy Shuffling	KM 25%, SW 25%	Kenar McGregor owns 100% as a Work for Hire	Kingston Songs
Gyptian ft. Keisha	Holiday	KM 50%	VP w Hammer Musik GmbH and No Doubt Productions and No Doubt Records 2	Kingston Songs
I Wayne	One Hit Wonda Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
I Wayne feat Chuck Fenda	Thin Line And Hedges	KM 35%, SW 15%	VP w Kenar McGregor 1	Flava Roots Publishing
I-Octane	No Frighten Me (aka Nuh Frighten We)	KM 35%	VP w Kenar McGregor and No Doubt Records 1	Kingston Songs
I-Octane	Nuh Frighten We Acoustic	KM 35%	VP w Kenar McGregor and No Doubt Records 1	Kingston Songs
I-Octane	Nuh Frighten We in Dub	KM 35%	VP w Kenar McGregor and No Doubt Records 1	Kingston Songs
I-Octane	Poverty	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Kingston Songs
I-Octane	Poverty Acoustic	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Kingston Songs
I-Octane	Poverty Dub	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Kingston Songs
I-Wayne	One Hit Wonda	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
I-Wayne Junior Reid	Thin Line	KM 25%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
I-Wayne Junior Reid	Aint No Stopping Us in Acoustic	KM 35%	VP w Kenar McGregor and No Doubt Records 1	Kingston Songs
Junior Reid	Aint No Stopping Us Now	KM 35%	VP w Kenar McGregor and No Doubt Records 1	Kingston Songs

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Kaschief Lindo	Searching	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Kashief Lindo	Searching Acoustic	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Kemar Flava McGregor	83 Riddim	KM 70%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Kemar Flava McGregor	83 Riddim Acoustic	KM 70%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Kemar Flava McGregor	83 Riddim Dub	KM 70%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Kemar Flava McGregor	Beng Beng Riddim	KM 100%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Kemar Flava McGregor	Classic Riddim Acoustic	KM 70%, SW 10%	VP w Kemar McGregor 1	Flava Roots Publishing
Kemar Flava McGregor	Classic Riddim	KM 70%, SW 10%	VP w Kemar McGregor 1	Flava Roots Publishing
Kemar Flava McGregor	Classic Riddim Dub	KM 70%, SW 10%	VP w Kemar McGregor 1	Flava Roots Publishing
Kemar Flava McGregor	Ghetto Riddim	KM 40%, SW 50%	VP w Kemar McGregor 1	Flava Roots Publishing
Kemar Flava McGregor	Ghetto Riddim Acoustic	KM 40%, SW 50%	VP w Kemar McGregor 1	Flava Roots Publishing
Kemar Flava McGregor	Ghetto Riddim Dub	KM 40%, SW 50%	VP w Kemar McGregor 1	Flava Roots Publishing
Kemar Flava McGregor	Rock Steady Riddim	KM 40%, SW 50%	VP w Kemar McGregor 1	Flava Roots Publishing
Kemar Flava McGregor	Rock Steady Riddim Acoustic	KM 40%, SW 50%	VP w Kemar McGregor 1	Flava Roots Publishing
Kemar Flava McGregor	Sweet Riddim	KM 50%, SW 50%	VP w Kemar McGregor 1	Kingston Songs
Kemar Flava McGregor	Sweet Riddim Acoustic	KM 50%, SW 50%	VP w Kemar McGregor 1	Kingston Songs
Kemar Flava McGregor	Sweet Riddim Dub	KM 50%, SW 50%	VP w Kemar McGregor 1	Kingston Songs
Kemar Flava McGregor	Triumphant Riddim Acoustic	KM 80%	GRL w Kemar McGregor 3	Kingston Songs
Kemar Flava McGregor	Triumphant Riddim	KM 80%	GRL w Kemar McGregor 3	Kingston Songs
Kemar Flava McGregor	Triumphant Riddim Dub	KM 80%	GRL w Kemar McGregor 3	Kingston Songs
Khago	Friend Enemy	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Khago	Friend Enemy Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Khago	Friend Enemy in Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Khago	Love Stomach	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Khago	Love Stomach Acoustic	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Konshens	Insanity	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing

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Konshens	Insanity Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Konshens	Insanity in Dub	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Konshens	Let Me Know	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Konshens	Let Me Know Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Kris Kelli	Big Woman Thing	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Kris Kelli	Big Woman Thing Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Kris Kelli	Big Woman Thing in Dub	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Louie Culture	Sentence	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Louie Culture	Sentence Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Louie Culture	Sentence in Dub	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Luciano	Oh Jah	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Luciano	Oh Jah Acoustic	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Luciano	Oh Jah in Dub	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Luciano	What Are We Fighting For	KM 0%		
Lukie D	Crying	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Lukie D	Crying Acoustic	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Lukie D	Crying in Dub	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Lukie D	Girl I Surrender	KM 35%, SW 5%	VP w Kenar McGregor 1	Flava Roots Publishing
Lukie D	Girl I Surrender Acoustic	KM 35%, SW 5%	VP w Kenar McGregor 1	Flava Roots Publishing
Lukie d & Bridgez	Come On Home in Dub	KM 25%, SW 25%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Lukie D feat. Bridgez	Come On Home	KM 25%, SW 25%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Lukie D feat. Bridgez	Come On Home Acoustic	KM 25%, SW 25%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Lutan Fyah	Don't Cry No More Acoustic aka Girl Don't Cry Acoustic	KM 20%, SW 25%	GRL w Kenar McGregor 3	Flava Roots Publishing
Lutan Fyah	Gangsta Living	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Lutan Fyah	Gangsta Living Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Lutan Fyah	Gangsta Living in Dub	KM 20%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Lutan Fyah	Girl Don't Cry No More aka Girl Don't Cry	KM 20%, SW 25%	GRL w Kenar McGregor 3	Flava Roots Publishing
Lutan Fyah	Music is Love	KM 35%	GRL w Kenar McGregor 3	Kingston Songs
Lutan Fyah	Music is Love Acoustic	KM 35%	GRL w Kenar McGregor 3	Kingston Songs
Lutan Fyah	Music Is Love in Dub	KM 35%	GRL w Kenar McGregor 3	Kingston Songs
Lutan Fyah	Screaming aka State of Emergency	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Lutan Fyah	Screaming For The Poor Acoustic	KM 40%	GRL w Kenar McGregor 3	Kingston Songs

Lutan Fyah	Screaming For The Poor in Dub	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Lymie Murray	No Reason To Change	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Lymie Murray	No Reason to Change Acoustic	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Lymie Murray	No Reason to Change in Dub	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Marcia Griffith	When You Give Your Heart aka Secret	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Marcia Griffiths	When You Giving Your Heart in Dub	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Marcia Griffiths	When You Giving Your Heart Acoustic	KM 25%, SW 25%	VP w Kemar McGregor 1	Kingston Songs
Maxi Priest	Bonafide Acoustic	KM 35%, SW 5%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Maxi Priest	Like An Angel	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Mister Easy	Let It Be Known	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Morgan Heritage	Gully Side aka Nothing To Smile About	KM 35%	Kemar McGregor owns 100% as a Work for Hire	Kingston Songs
Morgan Heritage	Nothing to Smile About	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Morgan Heritage	Nothing to Smile About Acoustic	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Morgan Heritage	Nothing to Smile About Dub	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Mr. Easy	Let It Be Known Acoustic	KM 50%	GRL w Kemar McGregor 3	Kingston Songs
Mr. Easy	Let It Be Known in Dub	KM 50%	GRL w Kemar McGregor 3	Kingston Songs
Natty King	Trodding	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Natty King	Trodding Acoustic	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Natural Black	Love You aka Know That I Care	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Natural Black	Love You So Much Acoustic	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Natural Black	Vulgarity	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Natural Black	Vulgarity Acoustic	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Natural Black	Vulgarity in Dub	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Natural Black & Norris Man	Going Away Acoustic	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Natural Black & Norris Man	Going Away in Dub	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Natural Blacks feat Norris Man	Man Going Away aka Going Away aka Peace and Love	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Nesbeth	Board House	KM 25%, SW 25%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Nesbeth	Board House in Dub	KM 25%, SW 25%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs

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Nesbeth	Guns Out (aka Gunz Out)	KM 35%	VP w Kenar McGregor and No Doubt Records 1	Kingston Songs
Nesbeth	Guns Out Acoustic	KM 35%	VP w Kenar McGregor and No Doubt Records 1	Kingston Songs
Nesbeth	Guns Out in Dub	KM 35%	VP w Kenar McGregor and No Doubt Records 1	Kingston Songs
Nesbeth	Injustice	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Nesbeth	Injustice Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Nikesha Lindo	Love On The Replay	KM 35%, SW 5%	VP w Kenar McGregor 1	Flava Roots Publishing
Nikesha Lindo	Love On The Replay Acoustic	KM 35%, SW 5%	VP w Kenar McGregor 1	Flava Roots Publishing
Nitty Kutchie	Welcome	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Nitty Kutchie	Welcome Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Nitty Kutchie	Welcome in Dub	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Norris Man & Natural	Going Away	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Black	Going Away in Dub	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Norris Man & Natural	Going Away in Dub	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Black	Still The Same aka Give Me Love	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Peetah Morgan	Still The Same aka Give Me Love	KM 25%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Peetah Morgan feat Busy Signal	Unfair Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Peetah Morgan feat Busy Signal	Unfair in Dub	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Peetah Morgan ft. Busy Signal	Unfair	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Perfect	Shoulda Neva	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Perfect	Shoulda Neva Acoustic	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Perfect	Shoulda Neva in Dub	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Perfect	Together aka Life	KM 50%	Kenar McGregor owns 100% as a Work for Hire	Kingston Songs
Peetah Morgan	Still The One Acoustic aka Still The Same Acoustic	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Petah Morgan	Still The One in Dub	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Pressure	Thinking About You	KM 35%, SW 5%	VP w Kenar McGregor 1	Flava Roots Publishing
Pressure	Thinking About You Acoustic	KM 35%, SW 5%	VP w Kenar McGregor 1	Flava Roots Publishing
Prestige	Can't Forget	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Kingston Songs
Prestige	Can't Forget Acoustic	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Kingston Songs
Prestige	Can't Forget in Dub	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Kingston Songs
Prestige	Only One aka The One	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Prestige	The One in Dub	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Prophecy	Life With You	KM 25%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Prophecy	Life With You Acoustic	KM 25%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Prophecy	Life With You in Dub	KM 25%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Prophecy	Peace and Unity	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing

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Prophecy	Peace and Unity Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Prophecy	Peace and Unity in Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Queen Ifrica	Daddy Acoustic	KM 50%	VP w Kemar McGregor and No Doubt Records and Flava Records 4	Kingston Songs
Queen Ifrica	Daddy aka Daddy Don't Touch Me There aka Innocent	KM 50%	VP w Kemar McGregor and No Doubt Records and Flava Records 4	Kingston Songs
Queen Ifrica	Daddy in Dub	KM 50%	VP w Kemar McGregor and No Doubt Records and Flava Records 4	Kingston Songs
Ras Shiloh	Always On My Mind	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Ras Shiloh	Always On My Mind Acoustic	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Ras Shiloh	Always On My Mind in Dub	KM 40%	GRL w Kemar McGregor 3	Kingston Songs
Richie Spice	Black Like Tar aka Black Like A Tar	KM 0%		
Richie Spice	De Plane Land Acoustic	KM 35%	VP w Kemar McGregor 1	Kingston Songs
Richie Spice	De Plane Land in Dub	KM 35%	VP w Kemar McGregor 1	Kingston Songs
Richie Spice	The Plane Land	KM 35%	VP w Kemar McGregor 1	Kingston Songs
Richie Spice	Who Dat	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Richie Spice	Who Dat Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Richie Spice	Why Should I	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Richie Spice	Why Should I Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Richie Spice	Why Should I in Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Richie Spice	Who Dat Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Richie Spice	Who Dat in Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Richie Stephens	Hey Joe	KM 25%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Richie Stephens	Hey Joe Acoustic	KM 25%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Richie Stephens	Hey Joe in Dub	KM 25%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Singing Melody	Send A Special Love	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Singing Melody	Special Love	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Singing Melody	Special Love Acoustic	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Sizzla	Youthis	KM 0%		
Spanner Banner	Angels Around Me	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Spanner Banner	Angels Around Me Acoustic	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Spanner Banner	Angels Around Me in Dub	KM 35%	VP w Kemar McGregor and No Doubt Records 1	Kingston Songs
Spanner Banner	Dub			
Spanner Banner	Roots	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Spanner Banner	Roots Acoustic	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Spanner Banner	Roots in Dub	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Stevie Face	Not Going To Wait	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing

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Stevie Face	Not Going To Wait Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Stevie Face	Proverbs 6 aka Can't Take Jah Away	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Stevie Face	Proverbs 6 in Dub	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Stevie Face	Proverbs 6 Acoustic	KM 25%, SW 25%	VP w Kenar McGregor 1	Kingston Songs
Sunkie	You Don't Love Me	KM 45%	VP w Kenar McGregor 1	Flava Roots Publishing
Teflon	It's Been a While	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Kingston Songs
Teflon	It's Been A While	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Kingston Songs
Teflon	Acoustic			
Teflon	It's Been A While in Dub	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Kingston Songs
Teflon	One Thing aka Strive	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Teflon	One Thing Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Teflon	Put Your Trust in Jah	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Teflon	Acoustic			
Teflon	Put Your Trust in Jah in Dub	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Teflon	Trust Jah	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Teflon	We All Going to Make It	KM 35%	VP w Kenar McGregor 1	Kingston Songs
Teflon	Acoustic			
Teflon	We All Going To Make It In Dub	KM 35%	VP w Kenar McGregor 1	Kingston Songs
Teflon	We're Gonna Make It	KM 35%	VP w Kenar McGregor 1	Kingston Songs
Thriller U	If The Table Turn aka Hey Ghetto Youth	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Thriller U	If The Table Turning	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Thriller U	Acoustic			
Thriller U	If The Table Turning in Dub	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Tony Curtis	Golden Eyes	KM 35%, SW 5%	VP w Kenar McGregor 1	Flava Roots Publishing
Tony Curtis	Golden Eyes Acoustic	KM 35%, SW 5%	VP w Kenar McGregor 1	Flava Roots Publishing
Tony Curtis	Jamaica	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Tony Curtis	Jamaica Acoustic	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Tony Curtis	Jamaica in Dub	KM 20%, SW 25%	VP w Kenar McGregor 1	Flava Roots Publishing
Tony Rebel	Caan Go Round Good	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Flava Roots Publishing
Tony Rebel	Acoustic			
Tony Rebel	Caan Go Round Good in Dub	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Flava Roots Publishing
Tony Rebel	Cyaan Go Round Good	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Flava Roots Publishing
Turbulence	Everything	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Turbulence	Everything Acoustic	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Turbulence	Everything in Dub	KM 40%	GRL w Kenar McGregor 3	Kingston Songs
Turbulence	Name and Number	KM 50%	VP w Kenar McGregor 1	Kingston Songs
Turbulence	Ready Now	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Kingston Songs
Turbulence	Ready Now Acoustic	KM 35%	GRL w Kenar McGregor and No Doubt Records 3	Kingston Songs

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Turbulence	Ready Now in Dub	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Turbulence	True Love	KM 0%		
Warrior King	Empress So Divine	KM 0%		
Warrior King	Love, Love Acoustic	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Warrior King	Love, Love aka What We Need	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Warrior King	Love, Love in Dub	KM 35%	GRL w Kemar McGregor and No Doubt Records 3	Kingston Songs
Wayne Wonder	In Your Eyes	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Wayne Wonder	Your Eyes Acoustic	KM 35%, SW 5%	VP w Kemar McGregor 1	Flava Roots Publishing
Zamunda	Long Journey (aka Long Long Journey)	KM 45%	VP w Kemar McGregor 1	Flava Roots Publishing
Ziggi	Back Bitters	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Ziggi	Back Bitters Acoustic	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing
Ziggi	Back Bitters in Dub	KM 20%, SW 25%	VP w Kemar McGregor 1	Flava Roots Publishing

VP Tracks for purposes of this list includes any KM for purposes of this column shall mean 1 - Kemar McGregor produced the track with the artist and all existing versions (including, but not limited to, dub, acoustic, remix, re-record), arrangements, tracks, demos, masters of the subject songs, the underlying musical compositions thereto, and any master recordings or underlying musical compositions.

Kemar McGregor, either personally or any of the McGregor Parties as defined in this Agreement.

2 - Kemar McGregor produced the track with the artist as a work for hire and then transferred exclusive rights to VP & Hammer Musik by agreement.

3 - Kemar McGregor produced the track with the artist as a work for hire and then transferred exclusive rights to Greensleeves Records by agreement.

4 - Kemar McGregor produced the track for VP as a work for hire by agreement.

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etc

# Exhibit "C"

**FREEMIND**



**MUSIC LLC**

3345 NW 22<sup>nd</sup> Court,  
Lauderdale Lakes, FL. 33311  
954-348-1719

THE PARTICIPANTS BELOW CERTIFIES THAT ALL SHARES AND SPLITS ARE TRUE AND CORRECT.  
All rights to the master and sound recording is the sole property of Freemind Music for the life  
of the sound recording throughout the universe.

**Sone Title: WRONG ADDRESS**

**Produced by: Freemind Music LLC**

**Executive Producer: Shauna Mckenzie for Freemind Music**

**Date of production: October 20, 2005**

**Year of Recording: 2005**

**Studio Recorded: Fifth Element Rehearsal Studio**

Writer Name: Shauna Mckenzie

Writer Affiliation: BMI – 000891887

Writer Signature:

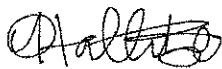
Writer Split: 100%

Musician/Writer: Othneil Haliburton

Writer Affiliation: BMI – 00635782716

Writer split: 50%

Musician/Writer Signature:

A handwritten signature in black ink, appearing to read "Othneil Haliburton". The signature is stylized with a large initial "O" and "H".

Musician/Writer: Kendale Johnson

Writer Affiliation: ASCAP

Writer Split: 50%

Musician/ Writer Signature:

A handwritten signature in black ink, appearing to read "Kendle Johnson". The signature is stylized with a large initial "K" and "J".

(Date of Recording)

Name STEVEN STANLEY  
Address 10 NORWOOD AVE KINGSTON JAMAICA

Re: Work for Hire Acknowledgment Concerning "Nuclear" ("Track(s)")

Dear Ms. Stanley


GRANT OF RIGHTS: The services you render in connection with the above referenced sound recording(s) "Sound Recording" and corresponding musical composition(s) ("Composition") embodied in the Track(s) are rendered to Shauna McKenzie as a work made for hire under the U.S. copyright laws. You hereby sell, transfer and assign to Shauna McKenzie, her successors, designees, assigns and licensees (hereinafter referred to as "Label"), in perpetuity, all rights of whatsoever kind, nature and description, that are presently known or hereafter ascertained including without limitation the performing rights, in and to the Sound Recording and Composition, including, but not limited to the right to secure copyright therein and all renewals thereof throughout the entire world, without restriction whatsoever as to use. You warrant and represent that you are not the author of any of the Sound Recording and Composition, in whole or in part, embodied in the Tracks or otherwise control, own or have any interest in or to the Sound Recording and Composition and that no monies in connection with the Sound Recording and Master other than the Fee, including without limitation, mechanical royalties, shall be payable to Producer. You waive moral rights in the Sound Recording and Composition and will execute, without charge or expense, any additional documents Label may deem necessary to further evidence such transfer of ownership, establishment of copyright or renewal of copyright in the Sound Recording and Composition. The Sound Recordings and Compositions are prepared within the scope of Label's engagement of your services as a musician, arranger, producer, mixer, and/or engineer, and/or as selection(s) contained in the Track(s), the Sound Recordings and Compositions constitute a work specially ordered by Label for use as a contribution to a collective work.

OWNERSHIP: The Sound Recording, Composition or other productions hereunder, shall be and remain the absolute property of Label forever. Without limiting the preceding sentence, it is understood that Label shall have the right during the term hereof, to use any production produced hereunder for broadcasting and telecasting over any network or networks, station or stations, in any country or countries, at any time and from time to time and for programs, spots, or on any other basis whatsoever, as well as the right to revise the picture and/or sound there of.

CONSIDERATION: In full consideration of your performance hereunder, and for all rights granted by you herein, Shauna McKenzie agrees to pay you \$ 1500 US the receipt of which you hereby acknowledge ("Fee").

You represent, warrant and covenant that: (a) all of your contributions to the Sound Recordings and the Compositions are original and do not infringe or violate the right of any other party; (b) you have the authority to enter into this agreement and render services to Label; (c) Label's use of the Sound Recordings and Composition will not breach the rights of any party including without limitation any record company or publisher with whom you may be affiliated; (d) you are an independent contractor and not Label's employee; and (e) it has been advised that you may attain legal counsel in connection with negotiating the terms and conditions of this agreement, have had the opportunity to attain such legal counsel and have willfully and knowingly chosen not to attain legal counsel in connection with this agreement.

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof. This agreement embodies the entire understanding of the parties with respect to the subject matter hereof, cannot be modified without an instrument in writing signed by both parties. The rights and obligations of the parties under this Contract shall not be governed by the 1980 U.N. Convention on Contracts; rather such rights and obligations shall be governed by and construed under the laws of Jamaica, without reference to conflict of laws principles.

Sincerely,  
  
Shauna McKenzie

I have read the above and understand it and agree to its terms  
Name STEVEN STANLEY Street/City/State/Zip/Country 10 NORWOOD AVE KINGSTON JAMAICA  
Social Security or Tax ID \_\_\_\_\_ Dated APRIL 3RD 2008

Feb. 2007 (Date of Recording)

Name: DEAN FRASER  
Address: 79 HOPE ROAD APT 4 KINGSFORD  
JAMAICA

Re: Work for Hire Acknowledgment Concerning "JAH CHAMBER" ("Track(s)")

Dear DEAN FRASER

**GRANT OF RIGHTS:** The services you render in connection with the above referenced sound recording(s) "Sound Recording" and corresponding musical composition(s) ("Composition") embodied in the Track(s) are rendered to Shauna McKenzie as a work made for hire under the U.S. copyright laws. You hereby sell, transfer and assign to Shauna McKenzie, her successors, designees, assigns and licensees (hereinafter referred to as "Label"), in perpetuity, all rights of whatsoever kind, nature and description, that are presently known or hereafter ascertained including without limitation the performing rights, in and to the Sound Recording and Composition, including, but not limited to the right to secure copyright therein and all renewals thereof throughout the entire world, without restriction whatsoever as to use. You warrant and represent that you are not the author of any of the Sound Recording and Composition, in whole or in part, embodied in the Tracks or otherwise control, own or have any interest in or to the Sound Recording and Composition and that no monies in connection with the Sound Recording and Master other than the Fee, including without limitation, mechanical royalties, shall be payable to Producer. You waive moral rights in the Sound Recording and Composition and will execute, without charge or expense, any additional documents Label may deem necessary to further evidence such transfer of ownership, establishment of copyright or renewal of copyright in the Sound Recording and Composition. The Sound Recordings and Compositions are prepared within the scope of Label's engagement of your services as a musician, arranger, producer, mixer, and/or engineer, and/or as selection(s) contained in the Track(s), the Sound Recordings and Compositions constitute a work specially ordered by Label for use as a contribution to a collective work.

**OWNERSHIP:** The Sound Recording, Composition or other productions hereunder, shall be and remain the absolute property of Label forever. Without limiting the preceding sentence, it is understood that Label shall have the right during the term hereof, to use any production produced hereunder for broadcasting and telecasting over any network or networks, station or stations, in any country or countries, at any time and from time to time and for programs, spots, or on any other basis whatsoever, as well as the right to revise the picture and/or sound thereof.

**CONSIDERATION:** In full consideration of your performance hereunder, and for all rights granted by you herein, Shauna McKenzie agrees to pay you \$ \_\_\_\_\_ the receipt of which you hereby acknowledge ("Fee").

*Paid two hundred and fifty thousand*

You represent, warrant and covenant that: (a) all of your contributions to the Sound Recordings and the Compositions are original and do not infringe or violate the right of any other party; (b) you have the authority to enter into this agreement and render services to Label; (c) Label's use of the Sound Recordings and Composition will not breach the rights of any party including without limitation any record company or publisher with whom you may be affiliated; (d) you are an independent contractor and not Label's employee; and (e) it has been advised that you may attain legal counsel in connection with negotiating the terms and conditions of this agreement, have had the opportunity to attain such legal counsel and have willfully and knowingly chosen not to attain legal counsel in connection with this agreement.

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof. This agreement embodies the entire understanding of the parties with respect to the subject matter hereof, cannot be modified without an instrument in writing signed by both parties. The rights and obligations of the parties under this Contract shall not be governed by the 1980 U.N. Convention on Contracts; rather such rights and obligations shall be governed by and construed under the laws of Jamaica, without reference to conflict of laws principles.

Sincerely,

Shauna McKenzie

I have read the above and understand it and agree to its terms.

Name: DEAN FRASER  
Social Security or Tax ID: 263 83 3061

Street/City/State/Zip/Country: 79 HOPE ROAD APT 4 KINGSFORD JAMAICA  
Dated: FEB 26 2007

(Date of Recording)

Name: Steven Stanley  
Address: 10 WOODBINE AVE. APT #2 KANSAS

Re: Work for Hire Acknowledgment Concerning "Rovts" ("Track(s)")

Dear Mr. Stanley


**GRANT OF RIGHTS:** The services you render in connection with the above referenced sound recording(s) "Sound Recording" and corresponding musical composition(s) ("Composition") embodied in the Track(s) are rendered to Shauna McKenzie as a work made for hire under the U.S. copyright laws. You hereby sell, transfer and assign to Shauna McKenzie, her successors, designees, assigns and licensees (hereinafter referred to as "Label"), in perpetuity, all rights of whatsoever kind, nature and description, that are presently known or hereafter ascertained including without limitation the performing rights, in and to the Sound Recording and Composition, including, but not limited to the right to secure copyright therein and all renewals thereof throughout the entire world, without restriction whatsoever as to use. You warrant and represent that you are not the author of any of the Sound Recording and Composition, in whole or in part, embodied in the Tracks or otherwise control, own or have any interest in or to the Sound Recording and Composition and that no monies in connection with the Sound Recording and Master other than the Fee, including without limitation, mechanical royalties, shall be payable to Producer. You waive moral rights in the Sound Recording and Composition and will execute, without charge or expense, any additional documents Label may deem necessary to further evidence such transfer of ownership, establishment of copyright or renewal of copyright in the Sound Recording and Composition. The Sound Recordings and Compositions are prepared within the scope of Label's engagement of your services as a musician, arranger, producer, mixer, and/or engineer, and/or as selection(s) contained in the Track(s), the Sound Recordings and Compositions constitute a work specially ordered by Label for use as a contribution to a collective work.

**OWNERSHIP:** The Sound Recording, Composition or other productions hereunder, shall be and remain the absolute property of Label forever. Without limiting the preceding sentence, it is understood that Label shall have the right during the term hereof, to use any production produced hereunder for broadcasting and telecasting over any network or networks, station or stations, in any country or countries, at any time and from time to time and for programs, spots, or on any other basis whatsoever, as well as the right to revise the picture and/or sound thereof.

**CONSIDERATION:** In full consideration of your performance hereunder, and for all rights granted by you herein, Shauna McKenzie agrees to pay you \$ 2,000 US the receipt of which you hereby acknowledge ("Fee").

You represent, warrant and covenant that: (a) all of your contributions to the Sound Recordings and the Compositions are original and do not infringe or violate the right of any other party; (b) you have the authority to enter into this agreement and render services to Label; (c) Label's use of the Sound Recordings and Composition will not breach the rights of any party including without limitation any record company or publisher with whom you may be affiliated; (d) you are an independent contractor and not Label's employee, and (e) it has been advised that you may attain legal counsel in connection with negotiating the terms and conditions of this agreement, have had the opportunity to attain such legal counsel and have wilfully and knowingly chosen not to attain legal counsel in connection with this agreement.

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof. This agreement embodies the entire understanding of the parties with respect to the subject matter hereof, cannot be modified without an instrument in writing signed by both parties. The rights and obligations of the parties under this Contract shall not be governed by the 1980 U.N. Convention on Contracts; rather such rights and obligations shall be governed by and construed under the laws of Jamaica, without reference to conflict of laws principles.

Sincerely,  
  
Shauna McKenzie

I have read the above and understand it and agree to its terms.  
Name: STEVEN STANLEY Street/City/State/Zip/Country  
Social Security or Tax ID: \_\_\_\_\_ Dated: APRIL 30 2008

Feb 2007 (Date of Recording)

Name DOM FRAGA  
Address 79 HOPELAND APT 9 KINGSTON 6  
JAMAICA WI

Re: Work for Hire Acknowledgment Concerning "DOM FRAGA" ("Track(s)")

Dear DOM FRAGA:

**GRANT OF RIGHTS:** The services you render in connection with the above referenced sound recording(s) "Sound Recording" and corresponding musical composition(s) ("Composition") embodied in the Track(s) are rendered to Shauna McKenzie as a work made for hire under the U.S. copyright laws. You hereby sell, transfer and assign to Shauna McKenzie, her successors, designees, assigns and licensees (hereinafter referred to as "Label"), in perpetuity, all rights of whatsoever kind, nature and description, that are presently known or hereafter ascertained including without limitation the performing rights, in and to the Sound Recording and Composition, including, but not limited to the right to secure copyright therein and all renewals thereof throughout the entire world, without restriction whatsoever as to use. You warrant and represent that you are not the author of any of the Sound Recording and Composition, in whole or in part, embodied in the Tracks or otherwise control, own or have any interest in or to the Sound Recording and Composition and that no monies in connection with the Sound Recording and Master other than the Fee, including without limitation, mechanical royalties, shall be payable to Producer. You waive moral rights in the Sound Recording and Composition and will execute, without charge or expense, any additional documents Label may deem necessary to further evidence such transfer of ownership, establishment of copyright or renewal of copyright in the Sound Recording and Composition. The Sound Recordings and Compositions are prepared within the scope of Label's engagement of your services as a musician, arranger, producer, mixer, and/or engineer, and/or as selection(s) contained in the Track(s), the Sound Recordings and Compositions constitute a work specially ordered by Label for use as a contribution to a collective work.

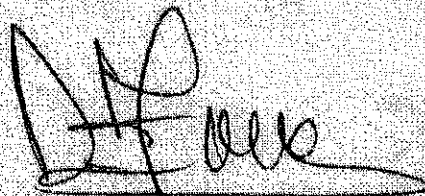
**OWNERSHIP:** The Sound Recording, Composition or other productions hereunder, shall be and remain the absolute property of Label forever. Without limiting the preceding sentence, it is understood that Label shall have the right during the term hereof, to use any production produced hereunder for broadcasting and telecasting over any network or networks, station or stations, in any country or countries, at any time and from time to time and for programs, spots, or on any other basis whatsoever, as well as the right to revise the picture and/or sound thereof.

**CONSIDERATION:** In full consideration of your performance hereunder, and for all rights granted by you herein, Shauna McKenzie agrees to pay you \$ \_\_\_\_\_ the receipt of which you hereby acknowledge ("Fee").  
paid two hundred and fifty thousand for two songs

You represent, warrant and covenant that: (a) all of your contributions to the Sound Recordings and the Compositions are original and do not infringe or violate the right of any other party; (b) you have the authority to enter into this agreement and render services to Label; (c) Label's use of the Sound Recordings and Composition will not breach the rights of any party including without limitation any record company or publisher with whom you may be affiliated; (d) you are an independent contractor and not Label's employee; and (e) it has been advised that you may obtain legal counsel in connection with negotiating the terms and conditions of this agreement, have had the opportunity to attain such legal counsel and have willfully and knowingly chosen not to attain legal counsel in connection with this agreement.

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof. This agreement embodies the entire understanding of the parties with respect to the subject matter hereof, cannot be modified without an instrument in writing signed by both parties. The rights and obligations of the parties under this Contract shall not be governed by the 1980 U.N. Convention on Contracts; rather such rights and obligations shall be governed by and construed under the laws of Jamaica, without reference to conflict of laws principles.

Sincerely,



Shauna McKenzie

I have read the above and understand it and agree to its terms.

Name 253 83 3061  
Social Security or Tax ID \_\_\_\_\_

Street/City/State/Zip/Country 79 HOPELAND APT 9 KINGSTON 6 JAMAICA WI  
Dated Feb 26 2007

# **Exhibit “D”**



# GREENSLEEVES PUBLISHING LTD.

Unit 14, Metro Centre, St. John's Road, Isleworth, Middlesex TW7 6NJ  
Tel. +44 208.758.0564 • Fax +44 208.758.0811

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July 10, 2008

Shawna McKenzie p/k/a Etana  
D1 Reserve Road  
August Town  
Kingston 7  
Jamaica, W.I.

Re: **Greensleeves Publishing Ltd. -w- S. McKenzie: Exclusive Songwriter Agreement / Deal Memo**

Dear Ms. McKenzie,

Please find below the short form deal memo (the "Agreement") regarding an Exclusive Songwriter Agreement between Greensleeves Publishing, Ltd. ("GPL") and you, S. McKenzie ("Writer," "You").

If the terms below are understood and agreed upon by You, please sign where indicated below and forward two (2) partially-executed copies of the short form to Greensleeves Publishing Ltd., ATTN: Business Affairs, at the addresses set forth above, for further handling.

**Contracting Party:** S. McKenzie

**Address:** D1 Reserve Road  
August Town  
Kingston 7  
Jamaica, W.I.

**Territory:** The World.

**Initial Term:** Five (5) years.

**Grant of Rights:** Each Composition written during the term shall, from the inception of its creation, be considered a "work made for hire" for GPL within the meaning of the U.S. Copyright Law. If it is determined that a Composition does not so qualify, then such Composition, together with all rights in it (including the musical composition copyright and all renewals and extensions thereof) shall be deemed transferred to GPL by this Agreement. All such Compositions shall, from the inception of their creation, be entirely GPL's property in perpetuity, throughout the world, free of any claim whatsoever by You or by any persons deriving any rights or interests therefrom.

In addition, you hereby assign GPL the rights in and to all Compositions written by you prior to the term hereof.

**Advance:** Fifteen Thousand Dollars (\$15,000.00). Five Thousand Dollars (\$5,000.00) so-called "roll-over" advances payable each time Writer's GPL royalty



## GREENSLEEVES PUBLISHING LTD.

Unit 14, Metro Centre, St. John's Road, Isleworth, Middlesex TW7 6NJ  
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account becomes fully recouped during the Term (except for the last accounting period).

**Royalty Rates:**

Six cents (\$0.06) per copy for each copy of sheet music sold in the US & Canada.

Ten percent (10%) of the wholesale selling price of each printed copy of each other arrangement sold, pro rata, in the US & Canada.

Fifty percent (50%) of net receipts (less foreign taxes and collection costs) by GPL from exploitation of: mechanical rights, grand rights, electrical transcription and reproduction rights, motion picture and television synchronization rights, dramatization rights and all other rights therein (except print rights, and public performance rights) in the Territory.

Writer shall receive his public performance royalties throughout the world directly from the performing rights society with which he is affiliated. If, however, GPL collects both the Writer's and GPL's share of performance income directly and such income is not collected by Writer's public performance society, GPL shall pay to Writer fifty percent (50%) of all such net sums which are received by GPL from the exploitation of such rights in the Compositions, throughout the world.

**Accounting:**

Biannually ninety (90) days from June 30th and December 31st.

**Formal Agreement:**

Writer and GPL agree that the definitions, terms and provisions set forth in GPL's standard worldwide exclusive songwriter agreement ("Standard Agreement") are incorporated herein; provided that in the event of a conflict between any provision in the Standard Agreement and the corresponding provision of this agreement, the provision contained in this agreement shall control.

Writer and GPL hereby agree to negotiate in good faith with respect to the provisions (other than the material terms thereof as reflected in this agreement, which terms shall not be subject to further negotiation) of the Standard Agreement in connection with a more formal long form agreements ("Long Form Agreement") to be entered into by Writer and GPL as set forth below. The provisions of this agreement and such Standard Agreement shall constitute Writer's and GPL's agreement until such time as Writer and GPL have executed the Long Form Agreements.

Notwithstanding the foregoing, Writer shall, upon GPL's request, expeditiously enter into Long Form Agreement embodying the terms and conditions of this agreement and the provisions of the Standard Agreement; provided that it is hereby agreed that any failure or refusal by Writer and GPL to enter into the Long Form Agreement, or to reach an agreement with respect to the provisions thereof, shall not in any manner affect or derogate from the enforceability and effectiveness of this Agreement.



# GREENSLEEVES PUBLISHING LTD.

Unit 14, Metro Centre, St. John's Road, Isleworth, Middlesex TW7 6NJ  
Tel. +44 208.758.0564 • Fax +44 208.758.0811

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Writer agrees to execute all documents necessary to effectuate the terms and conditions hereof, including without limitation, assignments of copyright and notification letters to MCPS, PRS, ASCAP, BMI, SESAC, GEMA, SACEM, and/or JASRAC. Writer hereby appoints GPL as his attorney-in-fact to execute such documents on Writer's behalf in the event Writer fails or refuses to do so within five (5) business days following Writer's receipt thereof.

**Miscellaneous:**

(A) This Agreement cannot be cancelled, modified, amended or waived, in part or in full, in any way except by an instrument in writing signed by the party to be charged. No waiver by GPL or You, whether express or implied, of any provision of this Agreement or any default hereunder shall affect the other's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(B) This agreement shall be construed and governed by the Laws of England and the Court of England shall be the courts of exclusive jurisdiction. Should any clause or provision of this Agreement be held to be void, invalid or inoperative, such decision shall not affect any other clause or provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative clause or provision had not been contained herein.

(C) You expressly acknowledge that You have been advised and counseled with respect to the negotiation and execution of this agreement, or have had the opportunity to do so, by an independent attorney of Your own choice. If You have not consulted an attorney of your own choice, it is because You have, of Your own will and volition, elected to rely upon Your own business judgment with respect to the negotiation and execution of this agreement and You knowingly forego the advice of counsel.

AGREED & ACCEPTED:

Respectfully yours,

Greensleeves Publishing Ltd.

By: \_\_\_\_\_

S. McKenzie

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

By: \_\_\_\_\_

Olivier Chastan



## GREENSLEEVES PUBLISHING LTD.

Unit 14, Metro Centre, St. John's Road, Isleworth, Middlesex TW7 6NJ  
Tel. +44 208.758.0564 • Fax +44 208.758.0811

July 10, 2008

Shawna McKenzie p/k/a Etana  
D1 Reserve Road  
August Town  
Kingston 7  
Jamaica, W.I.

Re: Greensleeves Publishing Ltd. -w- S. McKenzie: Exclusive Songwriter Agreement / Deal Memo

Dear Ms. McKenzie,

Please find below the short form deal memo (the "Agreement") regarding an Exclusive Songwriter Agreement between Greensleeves Publishing, Ltd. ("GPL") and you, S. McKenzie ("Writer," "You").

If the terms below are understood and agreed upon by You, please sign where indicated below and forward two (2) partially-executed copies of the short form to Greensleeves Publishing Ltd., ATTN: Business Affairs, at the addresses set forth above, for further handling.

**Contracting Party:** S. McKenzie

**Address:** D1 Reserve Road  
August Town  
Kingston 7  
Jamaica, W.I.

**Territory:** The World.

**Initial Term:** Five (5) years.

**Grant of Rights:** Each Composition written during the term shall, from the inception of its creation, be considered a "work made for hire" for GPL within the meaning of the U.S. Copyright Law. If it is determined that a Composition does not so qualify, then such Composition, together with all rights in it (including the musical composition copyright and all renewals and extensions thereof) shall be deemed transferred to GPL by this Agreement. All such Compositions shall, from the inception of their creation, be entirely GPL's property in perpetuity, throughout the world, free of any claim whatsoever by You or by any persons deriving any rights or interests therefrom.

In addition, you hereby assign GPL the rights in and to all Compositions written by you prior to the term hereof.

**Advance:** Fifteen Thousand Dollars (\$15,000.00). Five Thousand Dollars (\$5,000.00) so-called "roll-over" advances payable each time Writer's GPL royalty



## GREENSLEEVES PUBLISHING LTD.

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account becomes fully recouped during the Term (except for the last accounting period).

**Royalty Rates:**

Six cents (\$0.06) per copy for each copy of sheet music sold in the US & Canada.

Ten percent (10%) of the wholesale selling price of each printed copy of each other arrangement sold, pro rata, in the US & Canada.

Fifty percent (50%) of net receipts (less foreign taxes and collection costs) by GPL from exploitation of: mechanical rights, grand rights, electrical transcription and reproduction rights, motion picture and television synchronization rights, dramatization rights and all other rights therein (except print rights, and public performance rights) in the Territory.

Writer shall receive his public performance royalties throughout the world directly from the performing rights society with which he is affiliated. If, however, GPL collects both the Writer's and GPL's share of performance income directly and such income is not collected by Writer's public performance society, GPL shall pay to Writer fifty percent (50%) of all such net sums which are received by GPL from the exploitation of such rights in the Compositions, throughout the world.

**Accounting:** Biannually ninety (90) days from June 30th and December 31st.

**Formal Agreement:** Writer and GPL agree that the definitions, terms and provisions set forth in GPL's standard worldwide exclusive songwriter agreement ("Standard Agreement") are incorporated herein; provided that in the event of a conflict between any provision in the Standard Agreement and the corresponding provision of this agreement, the provision contained in this agreement shall control.

Writer and GPL hereby agree to negotiate in good faith with respect to the provisions (other than the material terms thereof as reflected in this agreement, which terms shall not be subject to further negotiation) of the Standard Agreement in connection with a more formal long form agreements ("Long Form Agreement") to be entered into by Writer and GPL as set forth below. The provisions of this agreement and such Standard Agreement shall constitute Writer's and GPL's agreement until such time as Writer and GPL have executed the Long Form Agreements.

Notwithstanding the foregoing, Writer shall, upon GPL's request, expeditiously enter into Long Form Agreement embodying the terms and conditions of this agreement and the provisions of the Standard Agreement; provided that it is hereby agreed that any failure or refusal by Writer and GPL to enter into the Long Form Agreement, or to reach an agreement with respect to the provisions thereof, shall not in any manner affect or derogate from the enforceability and effectiveness of this Agreement.



# GREENSLEEVES PUBLISHING LTD.

Unit 14, Metro Centre, St. John's Road, Isleworth, Middlesex TW7 6NJ  
Tel. +44 208.758.0564 • Fax +44 208.758.0811

Writer agrees to execute all documents necessary to effectuate the terms and conditions hereof, including without limitation, assignments of copyright and notification letters to MCPS, PRS, ASCAP, BMI, SESAC, GEMA, SACEM, and/or JASRAC. Writer hereby appoints GPL as his attorney-in-fact to execute such documents on Writer's behalf in the event Writer fails or refuses to do so within five (5) business days following Writer's receipt thereof.

**Miscellaneous:**

(A) This Agreement cannot be cancelled, modified, amended or waived, in part or in full, in any way except by an instrument in writing signed by the party to be charged. No waiver by GPL or You, whether express or implied, of any provision of this Agreement or any default hereunder shall affect the other's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.


(B) This agreement shall be construed and governed by the Laws of England and the Court of England shall be the courts of exclusive jurisdiction. Should any clause or provision of this Agreement be held to be void, invalid or inoperative, such decision shall not affect any other clause or provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative clause or provision had not been contained herein.

(C) You expressly acknowledge that You have been advised and counseled with respect to the negotiation and execution of this agreement, or have had the opportunity to do so, by an independent attorney of Your own choice. If You have not consulted an attorney of your own choice, it is because You have, of Your own will and volition, elected to rely upon Your own business judgment with respect to the negotiation and execution of this agreement and You knowingly forego the advice of counsel.

AGREED & ACCEPTED:

Respectfully yours,

Greensleeves Publishing Ltd.

By:   
MCK  
S. enzie SSN: \_\_\_\_\_

By: \_\_\_\_\_  
Olivier Chastan



## GREENSLEEVES PUBLISHING LTD.

Unit 14, Metro Centre, St. John's Road, Isleworth, Middlesex TW7 6NJ

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account becomes fully recouped during the Term (except for the last accounting period).

**Royalty Rates:**

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Ten percent (10%) of the wholesale selling price of each printed copy of each other arrangement sold, pro rata, in the US & Canada.

Fifty percent (50%) of net receipts (less foreign taxes and collection costs) by GPL from exploitation of: mechanical rights, grand rights, electrical transcription and reproduction rights, motion picture and television synchronization rights, dramatization rights and all other rights therein (except print rights, and public performance rights) in the Territory.

Writer shall receive his public performance royalties throughout the world directly from the performing rights society with which he is affiliated. If, however, GPL collects both the Writer's and GPL's share of performance income directly and such income is not collected by Writer's public performance society, GPL shall pay to Writer fifty percent (50%) of all such net sums which are received by GPL from the exploitation of such rights in the Compositions, throughout the world.

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Writer and GPL hereby agree to negotiate in good faith with respect to the provisions (other than the material terms thereof as reflected in this agreement, which terms shall not be subject to further negotiation) of the Standard Agreement in connection with a more formal long form agreements ("Long Form Agreement") to be entered into by Writer and GPL as set forth below. The provisions of this agreement and such Standard Agreement shall constitute Writer's and GPL's agreement until such time as Writer and GPL have executed the Long Form Agreements.

Notwithstanding the foregoing, Writer shall, upon GPL's request, expeditiously enter into Long Form Agreement embodying the terms and conditions of this agreement and the provisions of the Standard Agreement; provided that it is hereby agreed that any failure or refusal by Writer and GPL to enter into the Long Form Agreement, or to reach an agreement with respect to the provisions thereof, shall not in any manner affect or derogate from the enforceability and effectiveness of this Agreement.

Shauna McKenzie  
DI Reserve Road  
August Town  
Kingston 7, Jamaica  
West Indies

July 10, 2008

Mr. Olivier Chastan  
Greensleeves Publishing, Ltd.  
Unit 14, Metro Centre  
St. Johna Road  
Middlesex, TW7 6NJ  
United Kingdom

RE: Greensleeves Publishing, Ltd. -w- Shauna McKenzie : Exclusive Songwriter Agreement Deal Memo / Letter of Direction

Dear Mr. Chastan:

On behalf of myself, I, Shauna McKenzie, hereby authorize Greensleeves Publishing, Ltd ("GPL") to pay an Advance of three thousand dollars (\$3,000.00) pursuant to the Exclusive Songwriter Agreement Deal Memo between GPL and Shauna McKenzie dated as of July 10, 2008 (the "Agreement") directly to Christopher Campbell of 55 Mountain View Ave, Block 5, Apt 2, Kingston 2, Jamaica W.I.

The authorization set forth above will take effect from the date hereof and shall not be revocable by me (or any of my agents, representatives, attorneys, successors in title, licensees or assignees). GPL's compliance with this authorization will constitute an accommodation to Shauna McKenzie alone; Christopher Campbell is not and will not be deemed to be the beneficiary of this authorization or the Agreement. All payments to Christopher Campbell under this authorization will constitute payment to Shauna McKenzie and GPL will have no liability whatsoever by reason of any erroneous payment or failure to comply with this authorization. I will indemnify and hold GPL harmless against any claims asserted against GPL and any damages, losses or expense incurred by GPL by reason of any such payment or otherwise in connection herewith.

Best Regards,

  
Shauna McKenzie

Nome/Numero : 00442087580811  
Pag. : 4  
Ora Iniz. : 16-LUG-2008 04:43 MER  
Tempo trascorso : 00'50"  
Modalita' : STD ECM  
Risultati : [OK]

Numero fax : 0630207111  
Nome : PRIME ROMA CASSIA

16-LUG-2008 04:43 MER

Rapporto conferma messaggio

Shauna McKenzie  
D1 Reserve Road  
August Town  
Kingston 7, Jamaica  
West Indies

July 10, 2008

Mr. Olivier Chastan  
Greensleeves Publishing, Ltd.  
Unit 14, Metro Centre  
St. Johns Road  
Middlesex, TW7 6NJ  
United Kingdom

RE: Greensleeves Publishing, Ltd. -w- Shauna McKenzie : Exclusive Songwriter Agreement Deal Memo / Letter of Direction

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The authorization set forth above will take effect from the date hereof and shall not be revocable by me (or any of my agents, representatives, attorneys, successors in title, licensees or assignees). GPL's compliance with this authorization will constitute an accommodation to Shauna McKenzie alone; Christopher Campbell is not and will not be deemed to be the beneficiary of this authorization or the Agreement. All payments to Christopher Campbell under this authorization will constitute payment to Shauna McKenzie and GPL will have no liability whatsoever by reason of any erroneous payment or failure to comply with this authorization. I will indemnify and hold GPL harmless against any claims asserted against GPL and any damages, losses or expense incurred by GPL by reason of any such payment or otherwise in connection herewith.

Best Regards,



Shauna McKenzie

# Exhibit "E"

5/17/22, 12:17 AM

Gmail - Publishing Agreement



ETANA <etana.strong@gmail.com>

---

## Publishing Agreement

---

**Gemma Lotfian** <gemma@greensleeves.net>  
Reply-To: Gemma Lotfian <gemma@greensleeves.net>  
To: "etana.strong@gmail.com" <etana.strong@gmail.com>

Thu, Feb 3, 2011 at 6:10 PM

Hi Etana,

Good news! I have managed to get a copy of your agreement sent to me which is fully signed by yourself and Olivier on behalf of Greensleeves Publishing. It dates as of 1st December 2007 and is a 5 year contract.

Please see the agreement attached and keep for your records.

Thanks for your patients with me!

Gemma :)

Sent from my Verizon Wireless BlackBerry

-----Original Message-----

From: Gemma Lotfian <gemma@GREENSLEEVEES.net>  
Date: Thu, 3 Feb 2011 17:59:20  
To: Gemma Lotfian<gemma@GREENSLEEVEES.net>  
Subject: Publishing Agreement

---

From: Gemma Lotfian  
Sent: 03 February 2011 18:21  
To: etana.strong@gmail.com  
[Quoted text hidden]

---

 **Shauna Mckenzie Agmt[1].pdf**  
505K

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SONGWRITER AGREEMENT

THIS AGREEMENT made and entered into as of this 1<sup>st</sup> day of December, 2007, by and between Greensleeves Publishing, Ltd. of Unit 14, Metro Centre, St. Johns Road, Middlesex, TW7 6NJ, United Kingdom (herein referred to as "Publisher") and Shauna McKenzie located at D1 Reserve Road, August Town, Kingston 7, Jamaica, West Indies (hereinafter referred to as "Writer").

For and in consideration of the mutual covenants herein set forth, the parties hereby agree as follows:

1. EMPLOYMENT

Publisher hereby employs Writer to render Writer's services as a songwriter and composer and otherwise as may hereinafter be set forth. Writer hereby accepts such employment and agrees to render such services exclusively for Publisher during the Term hereof, upon the terms and conditions set forth herein.

2. TERM

The initial term of this Agreement shall commence as of the date hereof and shall continue for a term of five (5) years ("Term").

3. GRANT OF RIGHTS

3.1 Writer hereby irrevocably and absolutely assigns, conveys and grants to Publisher, its successors and assigns:

(a) all rights and interests of every kind, nature and description in and to all original musical Compositions and all original arrangements of musical compositions in the public domain which have heretofore been written, composed or created by Writer, in whole or in part, alone or in collaboration with others, including but not limited to the titles, lyrics and music thereof and all world-wide copyrights and renewals and extensions thereof under any present or future laws throughout the world, to the extent any of the foregoing shall not heretofore have been conveyed by Writer to an unrelated third party; and

(b) all rights and interests of every kind, nature and description in and to the results and proceeds of Writer's services hereunder, including but not limited to the titles, lyrics and music of all original musical Compositions and of all original arrangements of musical compositions in the public domain and all world-wide copyrights and renewals and extensions thereof under any present or future laws throughout the world, which shall be written, composed or created by Writer during the Term hereof, in whole or in part, alone or in collaboration with others; and

(c) all rights and interests of every kind, nature and description in and to all original musical Compositions and all original arrangements of musical compositions in the public domain which are now directly or indirectly owned or controlled by Writer, in whole or in part, alone or with others, or the direct or indirect ownership or control of which shall be acquired by Writer during the Term hereof, in whole or in part, alone or with others, as the employer or transferee of the writers or composers thereof or otherwise, including the Composition titles, Composition lyrics and Composition music thereof and all world-wide copyrights and renewals and extensions thereof under any present or future laws throughout the world; all of which musical Compositions, Composition

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arrangements, Composition rights and Composition interests Writer hereby warrants and represents are and shall at all times be Publisher's exclusive property as the sole owner thereof, free from any adverse claims or rights therein by any other party.

3.2 Without limiting the generality of the foregoing, Writer acknowledges that the rights and interests hereinabove set forth include Writer's irrevocable grant to Publisher, its successors and assigns, of the sole and exclusive right, license, privilege and authority throughout the entire world with respect to all Compositions, whether now in existence or whether created during the term thereof, as follows:

(a) To perform and license others to perform the Compositions publicly or privately, for profit or otherwise, by means of public or private performance, radio broadcast, internet or similar broadcast, television, or any and all other means of media, whether now known or hereafter conceived or developed.

(b) Subject to writer's prior written consent, not to be unreasonably withheld, to substitute a new title or titles for the Compositions or any of them and to make any arrangement, adaptation, translation, dramatization or transposition of any or all of the Compositions or of the titles, lyrics or music thereof, in whole or in part, and in connection with any other musical, literary or dramatic material, and to add new lyrics to the music of any Compositions or new music to the lyrics of any Compositions, all as Publisher may deem necessary or desirable in its best business judgment. Notwithstanding the foregoing sentence, Writer's consent shall be deemed given if not received by Publisher within forty-eight (48) hours of Publisher's request therefor. Publisher's inadvertent failure to obtain Writer's consent hereunder shall not be deemed a breach hereof.

(c) To secure copyright registration and protection of the Compositions in Publisher's name or otherwise, as Publisher may desire, at Publisher's own cost and expense, and at Publisher's election, including any and all renewals and extensions of copyright under any present or future laws throughout the world, and to have and to hold said copyrights, renewals and extensions and all rights existing thereunder, for and during the full term of all said copyrights and all renewals and extensions and all rights existing thereunder, for and during the full term of all said copyrights and all renewals and extensions thereof.

(d) To make or cause to be made, and to license others to make, master records, transcriptions, soundtracks, pressings and any other mechanical, digital, electrical or other reproductions of the Compositions, in whole or in part, in such form or manner and as frequently as Publisher shall determine, including the right to synchronize the Compositions with sound motion pictures subject to writer's prior written consent, not to be unreasonably withheld, and to use, manufacture, advertise, license or sell such reproductions for any and all purposes, including, without limitation private and public performances, radio broadcast, television, internet broadcasts, internet transmissions (including, but not limited to, downloads), sound motion pictures, wired radio, phonograph records and any and all other means or devices, whether now known or hereafter conceived or developed. Notwithstanding the foregoing sentence, Writer's consent shall be deemed given if not received by Publisher within forty-eight (48) hours of Publisher's request therefor. Publisher's inadvertent failure to obtain Writer's consent hereunder shall not be deemed a breach hereof. Publisher warrants and represents that it will not grant its affiliated companies more favorable rates than the rates granted to non-affiliated companies and that in no event will musical compositions

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be licensed at rates less favorable than those set forth in Writer's recording agreement with VP dated as of May 1, 2007.

(e) To print, publish and sell, and to license others to print, publish and sell, sheet music, orchestrations, arrangements and other editions of the Compositions in all forms, including, without limitation, the inclusion of any or all of the Compositions in song folios, compilations, song books, mixed folios, personality folios and lyric magazines with or without music.

(f) To exploit the Compositions during the Term hereof, by way of download or streaming, digitally or electronically, onto PCs and handheld devices and mobile handsets, via the Internet any other digital or electronic delivery, digitally and through any and all related means, whether now known or hereafter developed (including without limitation as ringtones and ringbacks)

(g) Any and all other rights now or hereafter existing in all Compositions under and by virtue of any common law rights and all copyrights and renewals and extensions thereof including the grand rights and so-called small performance rights. Writer grants to Publisher, without any compensation other than as specified herein, the perpetual right to use and publish and to permit others to use and publish Writer's name (including any professional name heretofore or hereafter adopted by Writer), Writer's approved photograph or other approved likeness, or any reproduction or simulation thereof, and approved biographical material concerning Writer, (individually and collectively the "NIL Materials") and the titles of any and all of the Compositions, in connection with the printing, sale, advertising, performance, distribution and other exploitation of the Compositions, and for any other purpose related to the business of Publisher, its affiliated and related companies, or to refrain therefrom. Notwithstanding the foregoing sentence, Writer's approval shall be deemed given if not received by Publisher within five (5) business days of Publisher's request therefor. Publisher's inadvertent failure to obtain Publisher's approval of NIL Materials hereunder shall not be deemed a breach hereof. This right shall be exclusive during the Term hereof and non-exclusive thereafter. During the Term, Writer shall not authorize or permit the use of Writer's name or likeness, or any reproduction or simulation thereof, or biographical material concerning Writer, for or in connection with any musical compositions, other than by or for Publisher. Writer grants Publisher the right to refer to Writer as Publisher's "Exclusive Songwriter and Composer" or to use any other similar and appropriate appellation, during the Term hereof.

(h) Notwithstanding anything to the contrary contained herein, solely regarding albums recorded by artists exclusively signed to VP Music Group, Inc. ("VP Artists") and released by VP Music Group, Inc. and artists exclusively signed to Greensleeves Records, Limited. ("GRL Artists") and released by Greensleeves Records, Limited (collectively "VP/ GRL Artist Albums," which term shall expressly exclude albums recorded by Writer in her capacity as a VP Artist), Publisher shall not grant so-called first use "mechanical licenses" for Compositions to be embodied on such VP/GRL Artist Albums without first obtaining Writer's prior written consent therefor, such consent not to be unreasonably withheld.

#### 4. EXCLUSIVITY

During the Term of this Agreement, Writer shall not write or compose, or furnish or convey, any musical compositions, titles, lyrics or music, or any rights or interests therein, nor participate in any manner with regard to same, for or to any party other than Publisher, nor permit the

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use of her name or likeness as the writer or co-writer of any musical composition by any party other than Publisher.

5. WARRANTIES, REPRESENTATIONS, COVENANTS AND AGREEMENTS

Writer hereby warrants, represents, covenants and agrees as follows: Writer has the full right, power and authority to enter into and perform this Agreement and to grant to and vest in Publisher all rights herein set forth, free and clear of any and all claims, rights and obligations whatsoever; all of the Compositions and all other results and proceeds of the services of Writer hereunder, including all of the titles, lyrics and music of the Compositions and each and every part thereof, delivered and to be delivered by Writer hereunder are and shall be new and original and capable of copyright protection throughout the entire world; no Composition shall, either in whole or in part, be an imitation or copy of, or infringe upon, any other material, or violate or infringe upon any common law or statutory rights of any party including, without limitation, contractual rights, copyrights and rights of privacy; and Writer has not sold, assigned, leased, licensed or in any other way disposed of or encumbered any Composition, in whole or in part, or any rights herein granted to Publisher, nor shall Writer sell, assign, lease, license or in any other way dispose of or encumber any of the Compositions, in whole or in part, or any of said rights, except under the terms and conditions hereof.

6. POWER OF ATTORNEY

Writer agrees to execute all documents necessary to effectuate the terms and conditions hereof, including without limitation, assignments of copyright and notification letters to MCPS, PRS, ASCAP, BMI, SESAC, GEMA, SACEM, and/or JASRAC. In the event Writer fails or refuses to do so within five (5) business days following Writer's receipt of the above-referenced documentation, Writer hereby irrevocably constitutes, authorizes, empowers and appoints Publisher or any of its officers as Writer's true and lawful attorney (with full power of substitution and delegation), in Writer's name, and in Writer's place and stead, or in Publisher's name, to take and do such action, and to make, sign, execute, acknowledge and deliver any and all instruments or documents, which Publisher from time to time may deem desirable or necessary to vest in Publisher, its successors and assigns, all of the rights or interests granted by Writer hereunder, including, without limitation, such documents as Publisher shall deem desirable or necessary to secure to Publisher, its successors and assigns, the worldwide copyrights for all Compositions for the entire term of copyright and for any and all renewals and extensions under any present or future laws throughout the world. Notwithstanding the foregoing, Writer acknowledges that he (or she) is Publisher's employee for hire, that all Compositions are and shall be works made for hire and that Publisher is accordingly the author of all Compositions for all purposes of the 1909 or 1976 Copyright Law or any succeeding Copyright or similar law.

7. COMPENSATION

Provided that Writer shall duly perform the material terms, material covenants and material conditions of this Agreement, Publisher shall pay Writer, for the services to be rendered by Writer hereunder and for the rights acquired and to be acquired by Publisher hereunder, the following compensation based on the Compositions:

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7.1 Six cents (\$0.06) per copy for each copy of sheet music in standard piano/vocal notation and each dance orchestration printed, published and sold by Publisher or its licensees, for which payment shall have been received by and/or credited to Publisher, after deduction of returns.

7.2 Ten percent (10%) of the wholesale selling price of each printed copy of each other arrangement and edition printed, published and sold in the United States and Canada by Publisher or its licensees, for which payment shall have been received by and/or credited to Publisher, after deduction of returns, except that in the event that any Compositions shall be used or caused to be used, in whole or in part, in conjunction with one or more other musical compositions in a folio, compilation, song book or other publication, Writer shall be entitled to receive that proportion of the foregoing royalty which the number of Compositions contained therein shall bear to the total number of royalty-bearing musical compositions therein.

7.3 Fifty percent (50%) of any and all Net Receipts actually received by and/or credited to Publisher in the United Kingdom from the exploitation by licensees of mechanical rights, grand rights, electrical transcription and reproduction rights, motion picture and television synchronization rights, dramatization rights and all other rights therein (except print rights, which are covered in clauses 7.1 and 7.2 above, and public performance rights, which are covered in clause 7.4 below), whether or not such licensees are affiliated with, owned in whole or in part by, or controlled by Publisher.

7.4 Writer shall receive her public performance royalties throughout the world directly from the performing rights society with which he is affiliated, and shall have no claim whatsoever against Publisher for any royalties received by and/or credited to Publisher from any performing rights society which makes payment directly (or indirectly other than through Publisher) to writers, authors and composers. If, however, Publisher shall collect both the Writer's and Publisher's share of performance income directly and such income shall not be collected by Writer's public performance society, Publisher shall pay to Writer fifty percent (50%) of all such Net Receipts which are received by and/or credited to Publisher in the United Kingdom from the exploitation of such rights in the Compositions, throughout the world.

7.5 Fifty percent (50%) of any and all Net Receipts, after deduction of foreign taxes, actually received by and/or credited to Publisher in the United Kingdom from the exploitation of the Compositions in countries outside of the United Kingdom (other than public performance royalties, which are covered in clause 7.4 above), whether from collection agents, licensees, sub-publishers or others, and whether or not same are affiliated with, owned in whole or in part by, or controlled by Publisher.

7.6 Publisher shall not be required to pay any royalties on professional or complimentary printed copies or records or on printed copies or records which are distributed gratuitously to performing artists, orchestra leaders and disc jockeys or for advertising, promotional or exploitation purposes. Furthermore, no royalties shall be payable to Writer on consigned copies unless paid for, and not until such time as an accounting therefor can properly be made.

7.7 Royalties as hereinabove specified shall be payable solely to Writer in instances where Writer is the sole author of a Composition, including the lyrics and music thereof. However, in the event that one or more other songwriters are authors together with Writer of any Composition (including songwriters employed by Publisher to add, change or translate the lyrics or to revise or change the music), the foregoing royalties shall be divided equally among Writer and the other

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songwriters unless another division of royalties shall be agreed upon in writing between the parties concerned and timely written notice of such division is submitted to Publisher prior to payment.

7.8 Except as herein expressly provided, no other royalties or monies shall be paid to Writer.

7.9 Writer agrees and acknowledges that Publisher shall have the right to withhold from the royalties payable to Writer hereunder such amount, if any, as may be required under the provisions of all applicable Federal, State and other tax laws and regulations, and Writer agrees to execute such forms and other documents as may be required in connection therewith.

7.10 In no event shall Writer be entitled to share in any advance payments, guarantee payments or minimum royalty payments which Publisher shall receive in connection with any sub-publishing agreement, collection agreement, licensing agreement or other agreement covering the Compositions or any of them.

7.11 Without limiting the grant of rights to Publisher hereunder, except as expressly set forth in this paragraph 7.11, Publisher shall have the right to enter into sub-publishing and collection agreements for countries outside of the United Kingdom, provided that for Major Territories (as hereinafter defined), such agreements shall be on a basis no less favorable to Publisher than an agreement which provides for Publisher to receive in the United Kingdom not less than seventy-five percent (75%) of all income earned by the Compositions outside of the United Kingdom. "Major Territories" as used herein shall mean the United States, Canada, France, Germany, Italy, Benelux, GAS, Japan, and Australia.

#### 8. ACCOUNTING

Publisher shall compute the royalties earned by Writer pursuant to this Agreement and pursuant to any other agreement between Writer and Publisher or its affiliates, whether now in existence or entered into at any subsequent hereto, on or before March 31<sup>st</sup> for the semi-annual period ending the preceding December 31<sup>st</sup> and on or before September 30<sup>th</sup> for the semi-annual period ending the preceding June 30<sup>th</sup>, and shall thereupon submit to Writer the royalty statement for each such period together with the net amount of royalties, if any, which shall be payable after deducting any and all unrecouped advances and chargeable costs permitted under this Agreement or any such other agreement. Each statement submitted by Publisher to Writer shall be binding upon Writer and not subject to any objection by Writer for any reason unless specific written objection, stating the basis thereof, is sent by Writer to Publisher within three (3) years after the date said statement is submitted. Writer or a chartered accountant in Writer's behalf may, at Writer's expense, at reasonable intervals (but not more frequent than once each year), examine Publisher's books insofar as same concern Writer, during Publisher's usual business hours and upon reasonable notice, for the purpose of verifying the accuracy of any statement submitted to Writer hereunder. Publisher's books relating to activities during any accounting period may only be examined as aforesaid during the three (3) year period following service by Publisher of the statement for said accounting period.

#### 9. COLLABORATION

Whenever Writer shall collaborate with any other person in the creation of a Composition, the Composition shall be subject to the terms and conditions of this Agreement, and

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Writer warrants, represents and agrees that prior to such collaboration Writer shall advise such other person of this exclusive Agreement and shall further advise such other person that all Compositions so created must be published and owned by Publisher. In the event of any such collaboration, Writer shall notify Publisher of the nature and extent of such other person's contribution to the Composition, and Writer shall cause such other person to execute a separate song split agreement with Publisher covering the Composition, which agreement shall set forth the division of the shares in and to the musical composition between Writer and such other person.

#### 10. SEPARATE AGREEMENTS

If Publisher so desires, Publisher may request Writer to execute a separate agreement in Publisher's customary form with respect to each Composition hereunder. Upon such request, Writer shall promptly execute and deliver such separate agreement, and upon Writer's failure to do so, Publisher shall have the right, pursuant to the terms and conditions hereof, to execute such separate agreement on behalf of Writer. Such separate agreement shall supplement and not supersede this Agreement. In the event of any conflict between the provisions of such separate agreement and this Agreement, the provisions of this Agreement shall govern. The failure of either of the parties hereto to execute such separate agreement, whether such execution is required by Publisher or not, shall not affect the rights of each of the parties hereunder, including but not limited to the rights of Publisher to all of the Compositions written, composed or acquired by Writer during the Term hereof.

#### 11. WRITER'S SERVICES

11.1 Writer shall perform her required services hereunder conscientiously, and solely and exclusively for and as requested by Publisher. Writer is a writer for hire hereunder, and all Compositions are acknowledged by Writer to be works made for hire. Writer shall duly comply with all requirements and requests made by Publisher in connection with its business as set forth herein. Writer shall deliver a manuscript copy or tape copy of each Composition immediately upon the completion or acquisition of such Composition. Publisher shall use its reasonable efforts in its best business judgment to exploit all Compositions hereunder, but Publisher's failure to exploit any or all of said Compositions shall not be deemed a breach hereof. Publisher at its sole discretion may make studio facilities available for Writer so that Writer, subject to the supervision and control of Publisher, may produce demonstration records of the Compositions, and Writer shall have the right to perform at such recording sessions. Publisher shall also have the right to produce demonstration records hereunder. Writer shall not incur any liability for which Publisher shall be responsible in connection with any demonstration record session without having obtained Publisher's prior written approval as to the nature, extent and limit of such liability. In no event shall Writer incur any expense whatsoever on behalf of Publisher without having received prior written authorization from Publisher. Writer shall not be entitled to any compensation (except for such compensation as is otherwise provided for herein) with respect to services rendered in connection with any such demonstration record sessions. Should Publisher advance the costs for the production of demonstration records, subject to the foregoing, such costs shall be deemed additional advances to Writer hereunder and shall be recouped by Publisher from all monies and/or royalties payable to Writer by Publisher under this Agreement or any other agreement between Writer and Publisher or its affiliates. All recordings and reproductions made at demonstration record sessions hereunder shall become the sole and exclusive property of Publisher, free of any claims whatsoever by Writer or any person deriving any rights from Writer.

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11.2 Writer shall, from time to time, at Publisher's reasonable request, and whenever same will not unreasonably interfere with prior professional engagements of Writer, appear for photography, artwork and other similar purposes under the direction of Publisher or its duly authorized agent, appear for interviews and other promotional purposes, and confer and consult with Publisher or its duly authorized agent, appear for interviews and other promotional purposes, and confer and consult with Publisher regarding Writer's services hereunder. Writer shall also co-operate with Publisher in promoting, publicizing and exploiting the Compositions and for any other purpose related to the business of Publisher. Writer shall not be entitled to any compensation (other than applicable union scale if appropriate) for rendering such services, but shall be entitled to reasonable transportation and living expenses if such expenses must be incurred in order to render such services.

## 12. UNIQUE SERVICES

Writer acknowledges that the services to be rendered by Writer hereunder are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that a breach by Writer of any of the provisions of this Agreement will cause Publisher great and irreparable injury and damage. Writer expressly agrees that Publisher shall be entitled to the remedies of injunction and other equitable relief to enforce this Agreement or to prevent a breach of this Agreement or any provision hereof, which relief shall be in addition to any other remedies, for damages or otherwise, which may be available to Publisher.

## 13. ACTIONS

Publisher shall have the exclusive right to take such action as it deems necessary, either in Writer's name or in its own name or in both names, against any party to protect all rights and interests acquired by Publisher hereunder. Writer shall cooperate fully with Publisher in any controversy which may arise or litigation which may be brought concerning Publisher's rights and interests acquired hereunder. Publisher shall have the right, in its sole discretion, to employ attorneys and to institute or defend against any claim, action or proceeding, whether for infringement of copyright or otherwise, and to take any other necessary steps to protect the right, title and interest of Publisher in and to each Composition and, in connection therewith, to settle, compromise or in any other manner dispose of any such claim, action or proceeding and to satisfy or collect on any judgment which may be rendered. If Publisher shall recover on a judgment or as a result of a settlement with respect to any claim, action or proceedings for copyright infringement initiated by Publisher, all of Publisher's expenses in connection therewith, including, without limitation, attorney's fees and other costs, shall first be deducted, and fifty percent (50%) of the net proceeds shall be credited to Writer's account.

## 14. INDEMNITY

Writer hereby indemnifies, saves and holds Publisher, its successors and assigns, harmless from any and all liability, claims, demands, loss and damage (including reasonable outside counsel fees and court costs) arising out of or connected with any claim or action by a third party which is inconsistent with any of the warranties, representations or agreements made by Writer in this Agreement that have been reduced to a final non-appealable judgment in a court of competent jurisdiction or settled with Writer's prior consent, and Writer shall reimburse Publisher, on demand, for any loss, cost, expense or damage to which said indemnity applies. Publisher shall give Writer prompt

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written notice of any claim or action covered by said indemnity, and Writer shall have the right, at Writer's expense, to participate in the defence of any such claim or action with Counsel of Writer's choice. Pending the disposition of any such claim or action, Publisher shall have the right to withhold payment of such portion of any monies which may be payable by Publisher to Writer under this Agreement or under any other agreement between Writer and Publisher or its affiliates as shall be reasonably related to the amount of the claim and estimated counsel fees and costs. If Publisher shall settle or compromise any such claim or action, the foregoing indemnity shall cover only that portion (if any) of the settlement or compromise which shall have been approved in writing by Writer, and Writer hereby agrees not unreasonably to withhold any such approval. Notwithstanding the foregoing, if Writer shall withhold approval of any settlement or compromise which Publisher is willing to make upon advice of counsel and in its best business judgment, Writer shall thereupon deliver to Publisher an indemnity or surety bond, in a form satisfactory to Publisher, which shall cover the amount of the claim and estimated counsel fees and costs, and if Writer shall fail to deliver such bond within ten (10) business days, Writer shall be deemed to have approved of said settlement or compromise.

#### 15. NOTICES

Any written notices which Publisher shall desire to give to Writer hereunder, and all statements, royalties and other payments which shall be due to Writer hereunder, shall be addressed to Writer at the address set forth at the beginning of this Agreement until Writer shall give Publisher written notice of a new address and a copy of such notices shall be given to Sharon Burke, Solid Agency, 11 Merrivale Close, Kingston 8, Jamaica. All notices which Writer shall desire to give to Publisher hereunder shall be addressed to Publisher at the address set forth at the beginning of this Agreement until Publisher shall give Writer written notice of a new address, and a copy of all such notices shall also be given to Jay Quatrini, Esq., 41 Madison Avenue, 34<sup>th</sup> Floor, New York, NY 10010. All notices shall either be served by hand (to an officer of Publisher if Publisher shall be the addressee) or by registered or certified mail, postage prepaid, or by telegraph, charges prepaid, addressed as aforesaid. The date of making personal service or of mailing or of depositing in a telegraph office, whichever shall be first, shall be deemed the date of service.

#### 16. ENTIRE AGREEMENT

This Agreement supersedes any and all prior negotiations, understandings and agreements between the parties hereto with respect to the subject matter hereof. Each of the parties acknowledges and agrees that neither party has made any representations or promises in connection with this Agreement or the subject matter hereof not contained herein.

#### 17. MODIFICATION, WAIVER, INVALIDITY, AND CONTROLLING LAW

This Agreement may not be cancelled, altered, modified, amended or waived, in whole or in part, in any way, except by an instrument in writing signed by the party sought to be bound. The waiver by either party of any breach of this Agreement in any one or more instances shall in no way be construed as a waiver of any subsequent breach of this Agreement (whether or not of a similar nature).

If any part of this Agreement shall be held to be void, invalid or unenforceable, it shall not affect the validity of the balance of this Agreement. This Agreement shall be deemed to have been made in England, and its validity, construction and effect shall be governed by the laws of England applicable to agreements wholly performed therein. This Agreement shall not be binding upon Publisher until signed by Writer and countersigned by a duly authorized officer of Publisher.

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**18. ASSIGNMENT**

Publisher shall have the right to assign this Agreement or any of its rights hereunder to any party which is or shall be a subsidiary, affiliate or parent or to any party which shall acquire all or a substantial portion of Publisher's stock or assets. Writer shall have the right to assign this Agreement solely to a loan-out company wholly-owned by Writer.

**19. INTENTIONALLY DELETED.****20. SUSPENSION AND TERMINATION**

If Writer shall fail, refuse or be unable to submit to Publisher fifteen (15) new Compositions during each year of the Term hereof, or shall otherwise fail, refuse or be unable to perform her material obligations hereunder, Publisher shall have the right, in addition to all of its other rights and remedies at law or in equity, to suspend the Term of this Agreement and its obligations hereunder by written notice to Writer, or, in the event such failure, refusal or inability shall continue for longer than six (6) months, to terminate this Agreement by written notice to Writer. Any such suspension shall continue for the duration of any such failure, refusal or inability, and, unless Publisher notifies Writer to the contrary in writing, the then current Term hereof shall be automatically extended by the number of days which shall equal the total number of days of suspension. During any such suspension Writer shall not render services as a songwriter and/or composer to any other party or assign, license or convey any musical composition to any other party.

**21. HEADING**

The heading of clauses or other divisions hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof, nor shall they otherwise be given any legal effect.

**22. PAYMENTS**

Conditioned upon, and in consideration of, the full and faithful performance by Writer of all of the material terms and provisions hereof, Publisher shall pay to Writer the fully recoupable sum of **Fifteen Thousand United States Dollars (US\$15,000.00)**, payable on full execution of this Agreement, all of which shall be recoupable by Publisher from any and all royalties payable to Writer under this or any other agreement between Writer and Publisher and from any and all monies payable to Writer or Writer's designee under the Publishing Agreement described in clause 24 below. Writer acknowledges prior receipt of Three Thousand Dollars (\$3,647.69) of the Advance as of the date hereof. If, at any time during the Term, Writer's account hereunder shall be in a recouped position as shown by a regular accounting statement rendered under this Agreement (a "Recouped Statement"), then, together with each such Recouped Statement, Publisher shall pay to Writer additional fully recoupable advance(s) hereunder in the amount of Five Thousand Dollars (\$5,000.00), less the amount of royalties shown to be due by such Recouped Statement. Notwithstanding the foregoing, no additional advances shall be payable under this paragraph 22 during the last six (6) months of the Term.

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▲ SOLID AGENCY

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23. OWNERSHIP AND ADMINISTRATION

Notwithstanding any provision to the contrary herein contained, all Compositions shall be equally owned by Publisher and by Writer's designee, and shall be exclusively administered by Publisher. The Compositions shall be registered for copyright by Company in the name of Company and Writer, where applicable.

24. DEFINITIONS

24.1 "Net Receipts" means gross receipts received by and/or credited to Publisher less foreign taxes and actual third party out of pocket collection costs.

24.2 "Composition(s)" means the musical works (including but not limited to the titles, words, lyrics, music, libretti and musical scores thereof and all interpolations, collections, compilations and all arrangements, adaptations, versions, editions and translations thereof) written and/or composed by Writer during the Term, whether written and/or composed by Writer alone, jointly or in collaboration with others, in whole or in part and if in part and/or in collaboration then solely to the extent of such part written by Writer (which shall be notified to Publisher together with complete information in respect of the full title of each Composition and the name of the relevant other writer(s), and percentages controlled in respect of the interest in Compositions which are not owned and/or controlled by Writer).

24.3 "Party" or "party" means and refers to any individual, corporation, partnership, association or any other organized group of persons or the legal successors or representatives of the foregoing.

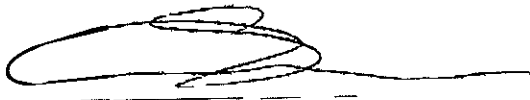
25. INTENTIONALLY DELETED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

ACCEPTED AND AGREED TO:

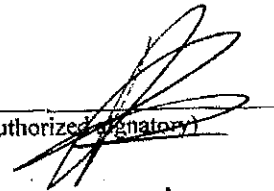
SHAUNA MCKENZIE

GREENSLEEVES PUBLISHING, LTD.



By:

(an authorized signatory)





## GREENSLEEVES PUBLISHING LTD.

Unit 12, Metro Centre, St. John's Road, Isleworth, Middlesex TW7 6NJ  
Tel. +44 208.758.0564 - Fax +44 208.758.0811

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September 24, 2012

Shauna McKenzie  
c/o Freemind Music LLC  
3345 NW 22<sup>nd</sup> Court  
Lauderdale Lakes, FL 33311

Re: Greensleeves Publishing, Ltd. -w- Shauna McKenzie p/k/a "Etana" : Exclusive Songwriter Agreement

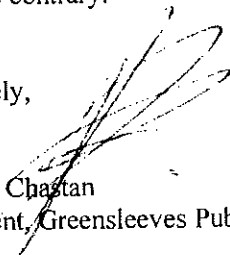
Dear Ms. McKenzie:

Please make reference to that certain exclusive songwriter agreement between Greensleeves Publishing, Ltd. ("GPL") on the one hand and Shauna McKenzie on the other hand which is dated as of December 1, 2007 (the "Agreement").

GPL has received your letter dated September 14, 2012. This letter shall confirm that notwithstanding anything contained in your letter to the contrary, and notwithstanding expiry of the Term, GPL shall continue to control all rights and interests in and to the results of your services under the Agreement, including but not limited to the titles, lyrics, and music of all Compositions written, composed, or created by you during the Term of the Agreement for the life of copyright in and to such works.

All capitalized terms shall bear the same meaning as given to them in the Agreement, save where the context otherwise admits or otherwise expresses to the contrary.

Sincerely,

  
Olivier Chastan  
President, Greensleeves Publishing, Ltd.

# Exhibit "F"



Home / About Us

## About Us

VP Records, based in Jamaica, Queens in New York City, is a pioneering force in the reggae music industry. From reggae to dancehall and soca, VP Records is the only record label that represents the full spectrum of Caribbean music. For over 30 years, VP has stayed true to its roots, always serving its core audience first while moving swiftly to keep up with the sounds of the street. Additionally, with the international success of artists such as Sean Paul, Wayne Wonder, Elephant Man, and Gyptian, to name a few, VP has expanded its foothold in presenting Caribbean culture to the mainstream audience worldwide as the demand for reggae, dancehall, and soca rises to new heights.

It all began over 50 years ago with reggae pioneers Vincent Chin and his wife Patricia (their initials leading to the name "VP"), in their native land of Kingston, Jamaica. Mr. Chin received his first taste of the music business maintaining the jukeboxes at bars around the island. This led his creative and enterprising mind to recognize the opportunity to sell the old records that would otherwise be discarded for new ones. The entrepreneurial couple quickly learned hands-on the business of music merchandising. In 1958, the success of the Chin's jukebox record venture led to the opening of a landmark retail store at 23 Parade, Randy's Records in downtown Kingston. Within a few years, the Chins opened Studio 17, a production facility frequented by legendary artists Bob Marley, Peter Tosh, Gregory Isaacs, and others. In the mid-70s, the Chins moved to America and brought their business along with them to service the growing Caribbean market in the US. VP Records currently operates out of its headquarters located in Jamaica, Queens with offices also in Florida, the United Kingdom, Japan, and Jamaica. Its flagship retail store, also located in Jamaica, Queens, sells not only VP productions but provides a retail outlet for Caribbean music on the whole. With sons Christopher Chin and Randy Chin overseeing the operations of VP Records, Greensleeves Records that was acquired in 2007, and re-issue label 17 North Parade that was created in 2007, the company still follows suit with the family's original mission of providing a channel for Caribbean music globally. Founder Patricia Chin also remains part of the day-to-day operations after launching the label's clothing line, Riddim Driven, in 2005.

The company has since expanded its reach by offering distribution services to non-VP productions through its VP Associated Label or VPAL distribution venture, which was implemented in 2011. Focusing on new media and the digital world through social networking, digital distribution, and digital retail sales with its very own music download store at [www.vpreggae.com](http://www.vpreggae.com), VP Records conclusively remains at the forefront as the gatekeeper of its industry and miles ahead in Caribbean music.

Rewards

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Info

VP Records FL  
 6022 SW 21st Street  
 Miramar, Florida 33023  
 USA Call us at +1(954) 966-4744

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