

# EXHIBIT 2

AGREEMENT DATED May 1, 1994 BY AND BETWEEN THE L & S BROADWAY COMPANY ("PRODUCER") AND CHAPMAN ROBERTS/TREBOR PRODUCTIONS ("VOCAL ARRANGER") WITH REGARD TO THE VOCAL ARRANGEMENTS IN CONNECTION WITH "THE LEIBER & STOLLER PROJECT" ("THE PLAY").

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1. Vocal Arranger shall render all services customarily rendered by the Vocal Arranger of a stage production including but not limited to supervising rehearsals and attending and supervising performances of the Play.

a. Vocal Arranger shall teach his arrangements to the cast, collaborating closely with the Director and Musical Director; supervise and compensate out of the fee William Foster McDaniel or any other musical preparation personnel required or designated by Mr. Roberts to transcribe and copy his vocal arrangements, copies of which will be provided to the Producer upon completion of each song; attend conferences; consult with the Author, Director, and Producer; and make suggestions with regard to other production matters.

b. Vocal Arranger agrees that the compensation in paragraph 2 below includes changes in and/or new arrangements for songs used in the Chicago production as well as arrangements for new songs added after the Chicago production.

c. Vocal Arranger will provide services as described in paragraph 1.a. and 1.b. above for up to two weeks of rehearsals in a rehearsal studio, participate and assist in technical rehearsals, and attend preview performances for the Los Angeles and/or Broadway production with the cast, subject to his availability and the agreement by the Producer to provide portal to portal transportation, housing and per diem to the rehearsal site, if necessary. If extensive changes of cast, additional songs, etc. require his presence over a longer period, subject to his availability, the Producer pay to Vocal Arranger One Thousand Dollars (\$1,000) per six day week, partial weeks pro-rated.

d. Vocal Arranger will provide a schedule of the periods when he may be at work on other projects. He understands that a November Broadway and/or Los Angeles opening is planned and, when advised of specific dates when his presence is required, will make every effort to arrange his schedule to give priority to the Play. For the Los Angeles production, the tentative first performance date is November 1, 1994 and the opening is scheduled for November 10, 1994. Vocal Arranger will advise Producer of upcoming commitments within five (5) business days of securing such commitments.

2. Vocal Arranger shall compensation as follows:

a. A fee of Twenty Thousand Dollars (\$20,000), which shall be payable as follows: one-third upon signing, one-third on Monday, May 16, and on third on Monday, June 13.

b. A royalty as follows:

- (1) For 1st class productions produced or licensed by Producer Vocal Arranger shall receive a royalty of Six Hundred Dollars (\$600) per eight performance week.
- (2) For non-1st class productions produced or licensed by Producer Vocal Arranger shall receive a royalty of Two Hundred Fifty Dollars (\$250) per eight performance week.
- (3) For the developmental production in Chicago Vocal Arranger shall receive no royalty.
- (4) Partial weeks shall be pro-rated and payments shall be made within ten (10) days of the final day of the performance week for which the royalty is being paid.

All rates are inclusive of any transcribing or copying charges.

3. Vocal Arranger agrees to make himself available to Producer in Chicago during the period of June 7 through June 26. If Vocal Arranger's services are required in Chicago, Producer shall provide round trip economy class transportation, portal to portal, housing, and a per diem of forty dollars (\$40) per day.

4. Subsequent Use: Any use of the vocal arrangements not specifically provided herein shall be negotiated in good faith and will be in keeping with industry standards for Broadway cast albums or the appropriate non-live performance uses.

5. Vocal Arranger's orchestrations may be used by Producer without compensation to Vocal Arranger in connection with (a) an archival taping or filming or documentary on "The Making of THE LEIBER & STOLLER PROJECT"; (b) television commercials for THE LEIBER & STOLLER PROJECT; (c) newscasts and reviews; (d) performances on talk and/or variety shows and (e) award ceremonies. The foregoing exemptions are predicated upon the fact that the producer receives no compensation other than necessary out of pocket expenses, and that no other personnel hired by Producer (excluding performers and other union personnel) receive compensation in connection with such audio-visual recordings.

6. Vocal Arranger shall be accorded credit on the title page and houseboards whenever any member of the music staff receives billing on the line with the music personnel. The billing shall read as follows:

"Vocal Arrangements by Chapman Roberts"

Vocal Arranger shall receive a bio in the program. Length shall be subject to space limitations.

7. Vocal Arranger grants to the Producer the sole and exclusive right to perform and present his arrangements in rehearsals and performances as long as Producer retains artistic and licensing rights to the production and as long as the royalty fees are paid.

8. The Producer agrees that Vocal Arranger shall be the sole and exclusive owner of the vocal arrangements and that all rights in and to the vocal arrangements and that all rights in and to the Vocal Arrangements not specifically granted herein shall remain his. Vocal Arranger warrants that his vocal arrangements are and shall be original with him and that he owns the copyright and has the right to grant all rights herein granted. Under no circumstances (other than those as specified herein) may his vocal arrangements be performed, transcribed, recreated, copied, published or recorded outside of theatrical presentations without his express permission, approval and compensation. These rights, when his arrangements are used by the Producer or with the Producer's authorization, include cast albums, use on television, cable television, radio, motion pictures, cassettes, videocassettes, videodiscs, or any other medium in use or yet to be invented.

9. All payments to Vocal Arranger shall be made to Chapman Roberts/Trebor Productions, 1776 Broadway, New York, NY 10019. Vocal Arranger acknowledges and represents and warrants that, in connection with the compensation paid to Vocal Arranger hereunder, Vocal Arranger shall perform and discharge all obligations under the provisions of the Federal and State Income Tax and Social Security Acts, and any of the statutes, orders and regulations, whether Federal, State or local, and all amendments thereto heretofore or hereafter enacted, and that Vocal Arranger shall furnish Producer with evidence thereof upon request. Vocal Arranger agrees to defend, indemnify and hold harmless Producer and Producer's licensees and assigns against any and all claims, demands, suits, losses, costs, expenses (including reasonable attorney's fees), licensees or assigns by reason of (i) the breach or alleged breach of the foregoing Vocal Arranger's representations or warranties, or (ii) the imposition of any obligations on Producer to withhold or make payments under any such statutes, orders or regulations as a result of Vocal Arranger's services hereunder, or any penalties or additions to the tax applicable in respect of any failure to deduct and withhold, provided Producer has remitted Vocal Arranger's compensation on a gross basis.

10. This agreement shall be construed, governed and interpreted pursuant to the laws of the State of New York.

11. Any dispute arising under, out of, or in relation to this Agreement or any breach or asserted breach thereof shall be determined and settled by arbitration in New York, New York, pursuant to the rules when obtaining the American Arbitration Association. Any award rendered shall be final and conclusive upon the parties and judgement thereon may be entered in the highest court of the forum, State or Federal having jurisdiction.

12. The Producer shall have the right to assign all or any part of its rights hereunder to any person, firm, organization or corporation without limitation, provided such assignee assumes the Producer's obligations hereunder and provided that the Producer shall not thereby be released of its obligations hereunder.

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, legal representatives and any permitted licensees and assigns.

14. All correspondence and notices from Vocal Arranger to Producer shall be in writing and shall be delivered by hand and by first class mail to Producer, c/o Richard Frankel Productions, 226 West 47th Street, Suite 900, New York, NY 10036. Copies of notices to Producer shall also be delivered by hand and by first class mail to Coblenz and Warner, 1370 Avenue of the Americas, 28th Floor, New York, NY 10019, attention: Patricia Crown, Esq. All notices so sent shall be deemed given on receipt. All correspondence and notices to Vocal Arranger shall be in writing and shall be delivered to Chapman Roberts, c/o James E. Pitt, 4 Gramercy Park, New York, NY 10003.

15. Vocal Arranger represents, warrants and agrees that he has the right to enter into this Agreement and to grant the rights and furnish his services as stated herein; that he is not subject to any obligation or disability which will prevent or interfere with the performance of all the covenants and conditions to be performed by him hereunder, and that he has not made, nor will he make, any grant or assignment which will conflict with or impair the complete enjoyment of the rights and privileges granted by him; and that his vocal arrangements and dance arrangements will be wholly original with him or in the public domain and will not infringe upon or violate the copyright, contract right, personal right or any other rights of any other party whatsoever. Vocal Arranger agrees to indemnify and hold harmless Producer, its successors, licensees, and assigns and any others claiming by or through Producer, from and against any and all damages, liabilities and/or expenses (including, without limitation, reasonable attorneys' fees) incurred by Producer, resulting from any breach of any warranty or agreement made by Vocal Arranger in this Agreement which is reduced to a judgement or settled with Vocal Arranger by prior written consent, not to be unreasonably withheld.

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