

*1 page
Mike Sklar*

10. This agreement shall be construed pursuant to the laws of the State of Pennsylvania governing contracts fully made and to be performed entirely within said state. It is the entire agreement between the parties and may not be modified except by a written instrument signed by both Licensor and Collectables. Invalidity or unenforceability of any part of this agreement shall not affect the validity or enforceability of the balance thereof.

11. Either party hereto may assign this agreement and any rights it has hereunder without the consent of the other. Notice of such assignment must be given to be effective. This agreement shall be binding upon and inure to the benefit of the parties hereto and their assigns and legal representatives.

12. Waiver of any provisions of this agreement shall not affect either party's rights thereafter to enforce such provisions or to exercise any right or remedy in the event of any other default. Each party hereto must give the other at least thirty (30) days notice of any breach or default hereunder, and the party receiving such notice shall have thirty (30) days from the receipt thereof within which to cure said breach or default.

13. All notices or demands which either party shall be required or desire to give to the other hereunder shall be in writing at the address indicated above, or at such other address as a party shall designate in writing and shall be given by mailing them by certified mail, return receipt requested, or by facsimile transmission ("fax").

IN WITNESS WHEREOF the parties hereto have signed this agreement effective as of

January 22 1997.

ACCEPTED AND AGREED TO:

LICENSOR: CUCA/AMC RECORDS

COLLECTABLES: COLLECTIBLES, INC.

BY


JIM KIRCHSTEIN

BY


JERRY GREENE, VICE PRESIDENT

Schedule "A"

"Mule Skinner Blues" by The Fendermen



February 2, 1997

CUCA\AMC Records
c/o Mr. Jim Kirchstein
3830 Highway 78
Mt. Horeb, WI 53572

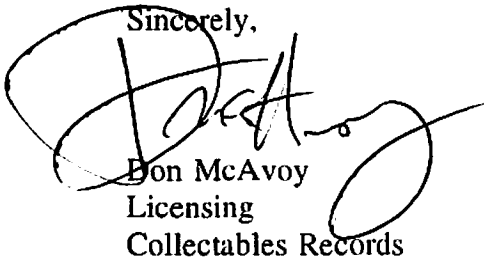
RE: *Third Party Licensing Agreement*

Dear Mr. Kirchstein:

Enclosed please find a fully executed "hard copy" of the referenced agreement. I have also enclosed a fully executed copy of the facsimile version of said agreement.

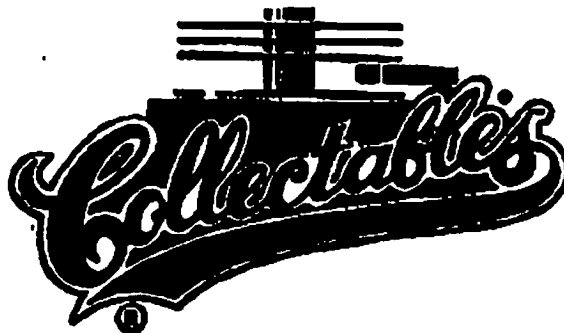
If you have any questions, please feel free to call Mike Stefanik or myself. Thank you for your time and assistance in this manner.

Sincerely,



Don McAvoy
Licensing
Collectables Records

enclosures



AGREEMENT

This Agreement is now made as of January 21, 1997 by and between CUCA/AMC Records, c/o Jim Kirchstein, 3830 Highway 78, Mt. Horeb, WI 53572 ("Licensor") and COLLECTIBLES, INC. a Pennsylvania corporation d/b/a COLLECTABLES, P.O. Box 35, Narberth, PA 19072 ("Collectables").

IN CONSIDERATION of the representations, warranties and mutual promises of Licensor and Collectables, as hereinafter set forth, the parties hereto agree as follows:

1. Licensor hereby grants Collectables the right to enter into non-exclusive master use licenses, in perpetuity, with third parties for any of the masters listed in Schedule "A", for a term of up to five (5) years per license for recordings, and for licenses in perpetuity for film, television and video.
2. These third party licensing agreements may be for the worldwide exploitation of the masters in all media, whether now known or hereinafter invented, including, without limitation, records in all formats and configurations, radio, television, motion pictures and video in all formats and configurations.
3. In consideration of the rights herein granted, Collectables shall forward to Licensor fifty percent (50%) of any and all net sums actually received (less any costs for collection) for the licensing of the masters to third parties. Collectables shall not be required to make any payments of any nature for, or in connection with the acquisition, exercise or exploitation of rights by Collectables under this agreement, except as specifically provided herein.
4. Licensor agrees that it shall be responsible for obtaining the consents of artists, musicians and producers performing on the masters specified in Schedule "A", and also for paying any royalties that may become due to same as a result of sublicensing by Collectables of the masters.
5. Collectables will only sublicense the masters to third parties provided that the third parties themselves will be responsible for securing all necessary mechanical/copyright licenses, including any synchronization licenses (if applicable), from the publishers/copyright owners of the copyrighted compositions contained in the masters. The third parties will also be responsible for all mechanical copyright payments, as well as any payment due any unions, and shall indemnify and hold Licensor and Collectables harmless against any liability for such payments.
6. Collectables represents, warrants and agrees that:

- 1 -

John Cuccia
P. O. Box 35 • Narberth, PA 19072 • (610) 649-7650 • Fax (610) 649-0315

(a) Consistent with good business practices, it will manufacture, advertise, promote distribute, sell and authorize the manufacture, distribution and sale of records made from the licensed masters on the Collectables label, or on such other label as it may designate;

(b) It has the right to enter into this agreement and is under no disability to fully perform it, and that it will do no act in the advertising and sale of records made that will infringe upon the right of any party or the persons who created and performed the compositions embodied on the licensed masters.

7. Licensor represents, warrants and agrees that

(a) It has the right to enter into this agreement, to license the masters herein, and is under no disability, restriction or prohibition in respect to its right to execute this agreement and to perform the terms hereof, and the full and free exercise of the rights licensed hereunder will not conflict with or infringe upon any right whatsoever of any party whatsoever;

(b) It is the owner of or controls all rights granted herein to Collectables with respect to the licensed masters, and will knowingly commit no act in derogation or diminution of the rights herein granted to Collectables;

(c) All persons whose performances are embodied on the masters and all other persons whose rights may be involved have been or will be completely paid by Licensor or will have given a written waiver of such payment in connection with records sold which are made from the licensed masters. All royalty payments to any such persons with respect to the rights granted hereunder shall be made by Licensor;

(d) It has the right to use and to allow Collectables and any third-party sublicensees to use the names, likenesses and biographical material of all persons whose performances are embodied on the licensed masters, and to allow Collectables to use the label logo for advertising and purposes of trade in connection with the sale and production of records hereunder.

8. Each of the parties hereto undertakes and agrees to indemnify, save, and hold the other, and anyone claiming through the other, free and harmless from any and all liability, loss, damage, cost or expense, connected with or related to any claim by any party which is inconsistent with any of their respective agreements, warranties, or representations hereunder. Each party shall have the right to defend any claim with its own attorney and no settlement of any claim shall be made without prior written consent of the indemnifying party, which shall not be unreasonably withheld. If the indemnifying party shall not consent to the settlement of any claim, then the indemnifying party shall post a bond sufficient in amount to indemnify the indemnified party from the claim.

9. The representations, warranties and indemnities made by Licensor and Collectables herein shall remain in full force and effect for any subsisting agreements entered into by Collectables with third parties, and shall extend to any third party's breach of its warranties or representations made under the subsisting agreements, or any other failure of any third party to perform its obligations thereunder.

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10. This agreement shall be construed pursuant to the laws of the State of Pennsylvania governing contracts fully made and to be performed entirely within said state. It is the entire agreement between the parties and may not be modified except by a written instrument signed by both Licensor and Collectables. Invalidity or unenforceability of any part of this agreement shall not affect the validity or enforceability of the balance thereof.

11. Either party hereto may assign this agreement and any rights it has hereunder without the consent of the other. Notice of such assignment must be given to be effective. This agreement shall be binding upon and inure to the benefit of the parties hereto and their assigns and legal representatives.

12. Waiver of any provisions of this agreement shall not affect either party's rights thereafter to enforce such provisions or to exercise any right or remedy in the event of any other default. Each party hereto must give the other at least thirty (30) days notice of any breach or default hereunder, and the party receiving such notice shall have thirty (30) days from the receipt thereof within which to cure said breach or default.

13. All notices or demands which either party shall be required or desire to give to the other hereunder shall be in writing at the address indicated above, or at such other address as a party shall designate in writing and shall be given by mailing them by certified mail, return receipt requested, or by facsimile transmission ("fax").

IN WITNESS WHEREOF the parties hereto have signed this agreement effective as of

January 22, 1997.

ACCEPTED AND AGREED TO:

LICENSOR: CUCA/AMC RECORDS

COLLECTABLES: COLLECTIBLES, INC.

BY


JIM KIRCHSTEIN.

BY


JERRY GREENE, VICE PRESIDENT

Schedule "A"

"Mule Skinner Blues" by The Fendermen



AGREEMENT

This Agreement is now made as of January 21, 1997 by and between CUCA/AMC Records, c/o Jim Kirchstein, 3830 Highway 78, Mt. Horeb, WI 53572 ("Licensor") and COLLECTIBLES, INC. a Pennsylvania corporation d/b/a COLLECTABLES, P.O. Box 35, Narberth, PA 19072 ("Collectables").

IN CONSIDERATION of the representations, warranties and mutual promises of Licensor and Collectables, as hereinafter set forth, the parties hereto agree as follows:

1. Licensor hereby grants Collectables the right to enter into non-exclusive master use licenses, in perpetuity, with third parties for any of the masters listed in Schedule "A", for a term of up to five (5) years per license for recordings, and for licenses in perpetuity for film, television and video.

2. These third party licensing agreements may be for the worldwide exploitation of the masters in all media, whether now known or hereinafter invented, including, without limitation, records in all formats and configurations, radio, television, motion pictures and video in all formats and configurations.

3. In consideration of the rights herein granted, Collectables shall forward to Licensor fifty percent (50%) of any and all net sums actually received (less any costs for collection) for the licensing of the masters to third parties. Collectables shall not be required to make any payments of any nature for, or in connection with the acquisition, exercise or exploitation of rights by Collectables under this agreement, except as specifically provided herein.

4. Licensor agrees that it shall be responsible for obtaining the consents of artists, musicians and producers performing on the masters specified in Schedule "A", and also for paying any royalties that may become due to same as a result of sublicensing by Collectables of the masters.

5. Collectables will only sublicense the masters to third parties provided that the third parties themselves will be responsible for securing all necessary mechanical/copyright licenses, including any synchronization licenses (if applicable), from the publishers/copyright owners of the copyrighted compositions contained in the masters. The third parties will also be responsible for all mechanical copyright payments, as well as any payment due any unions, and shall indemnify and hold Licensor and Collectables harmless against any liability for such payments.

6. Collectables represents, warrants and agrees that:

(a) Consistent with good business practices, it will manufacture, advertise, promote distribute, sell and authorize the manufacture, distribution and sale of records made from the licensed masters on the Collectables label, or on such other label as it may designate;

(b) It has the right to enter into this agreement and is under no disability to fully perform it, and that it will do no act in the advertising and sale of records made that will infringe upon the right of any party or the persons who created and performed the compositions embodied on the licensed masters.

7. Licenser represents, warrants and agrees that:

(a) It has the right to enter into this agreement, to license the masters herein, and is under no disability, restriction or prohibition in respect to its right to execute this agreement and to perform the terms hereof, and the full and free exercise of the rights licensed hereunder will not conflict with or infringe upon any right whatsoever of any party whomsoever;

(b) It is the owner of or controls all rights granted herein to Collectables with respect to the licensed masters, and will knowingly commit no act in derogation or diminution of the rights herein granted to Collectables;

(c) All persons whose performances are embodied on the masters and all other persons whose rights may be involved have been or will be completely paid by Licenser or will have given a written waiver of such payment in connection with records sold which are made from the licensed masters. All royalty payments to any such persons with respect to the rights granted hereunder shall be made by Licenser;

(d) It has the right to use and to allow Collectables and any third-party sublicensees to use the names, likenesses and biographical material of all persons whose performances are embodied on the licensed masters, and to allow Collectables to use the label logo for advertising and purposes of trade in connection with the sale and production of records hereunder.

8. Each of the parties hereto undertakes and agrees to indemnify, save, and hold the other, and anyone claiming through the other, free and harmless from any and all liability, loss, damage, cost or expense, connected with or related to any claim by any party which is inconsistent with any of their respective agreements, warranties, or representations hereunder. Each party shall have the right to defend any claim with its own attorney and no settlement of any claim shall be made without prior written consent of the indemnifying party, which shall not be unreasonably withheld. If the indemnifying party shall not consent to the settlement of any claim, then the indemnifying party shall post a bond sufficient in amount to indemnify the indemnified party from the claim.

9. The representations, warranties and indemnities made by Licenser and Collectables herein shall remain in full force and effect for any sublicensing agreements entered into by Collectables with third parties, and shall extend to any third party's breach of its warranties or representations made under the sublicensing agreements, or any other failure of any third party to perform its obligations thereunder.

10. This agreement shall be construed pursuant to the laws of the State of Pennsylvania governing contracts fully made and to be performed entirely within said state. It is the entire agreement between the parties and may not be modified except by a written instrument signed by both Licensor and Collectables. Invalidity or unenforceability of any part of this agreement shall not affect the validity or enforceability of the balance thereof.

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IN WITNESS WHEREOF the parties hereto have signed this agreement effective as of JANUARY 22, 1997.

ACCEPTED AND AGREED TO:

LICENSOR: CUCA/AMC RECORDS

COLLECTABLES: COLLECTIBLES, INC.

BY 
JIM KIRCHSTEIN


BY 
JERRY GREENE, VICE PRESIDENT

Schedule "A"
"Mule Skinner Blues" by The Fendermen



March 2, 1995

*Jim Kirchstein
3830 hwy 78
Mt. Horbe, WI 53572*

*Phone 608-695-9298
Fax 608-262-5316*

Dear Jim,

As discussed, Collectables is a re-issue label of all types of music. Lately we've been having a lot of success with rock and psychedelic garage bands from the 60's. The labels you mentioned like "Cuca" I'm sure contain many titles which we would be very interested in. Perhaps we could come up with as much as a dozen CD's worth! Please forward me a list of masters which you control. Also, I'm very interested in doing an album on "The Fendermen." Any assistance on who really has their masters would be appreciated.

Sincerely,

*Mike Stefanik
Collectables Records*

MS/mcb

COLLECTABLES COMPACT DISCS AND CASSETTES

1995 ADDS - Rock

| | | |
|----------------------|--|----------|
| VARIOUS ARTISTS | '69 Love-In (Children, Jerry Jeff Walker, Sherwoods, etc.) | COL 0514 |
| CHERRY PEOPLE | A Golden Classics Edition | COL 0549 |
| FRANTICS | Relax Your Mind | COL 0570 |
| MARCUS | Featuring Rusty Evans (of The Deep) | COL 0571 |
| WAILERS | Tall Cool One | COL 0573 |
| VARIOUS ARTISTS | Cicadelic 60's - Volume 5 (Missing Links, Lemon Drops, Morning Dew, etc.) | COL 0574 |
| 13TH FLOOR ELEVATORS | The Last Concert | COL 0575 |
| JADES | Pure Jade Green | COL 0577 |
| SWEAT, ISAAC PAYTON | Texas Honky Tonk Dreams | COL 0578 |
| EASTWOOD REVIEW | Ride down To Houston | COL 0582 |
| VARIOUS ARTISTS | White Blues (J. & E. Winter, R. Head, J. Long, etc.) | COL 0585 |
| STARLAND VOCAL BAND | Afternoon Delight - Golden Classics | COL 0586 |
| WAILERS | Outburst | COL 0587 |
| HUMAN EXPRESSION | Love At Psychedelic Velocity | COL 0588 |
| SHERWOODS | Live | COL 0589 |
| VARIOUS ARTISTS | Psychedelic 60's Volume 6 (District Six, Nite Owls) | COL 0590 |
| OUTCASTS | I'm In Pittsburgh And It's Raining | COL 0591 |
| MORNING DEW | The Definitive Collection (1966-1969) | COL 0592 |
| GALAXIES | Making Money & Surfing Back To School | COL 0593 |
| VARIOUS ARTISTS | Texas Garage Bands Volume 2 - The Orb Record Story | COL 0594 |
| VARIOUS ARTISTS | Classic Rock From San Antonio (R. Head, D. Sahm, J. Olenn, etc.) | COL 0596 |
| CHOCOLATE PAINT BOX | It Came To Me In A Dream | COL 0597 |
| SUNRAYS | Andrea | COL 0598 |
| VARIOUS ARTISTS | Stoned 60's (The Children, Thursdays Children) | COL 0600 |
| VANITY FARE | The Sun, The Wind And Other Things - A Golden Classics Edition | COL 5614 |
| ST. PETERS, CRISPAN | Follow Me - Golden Classics | COL 5615 |
| GENTRYS | Keep On Dancing - Golden Classics | COL 5622 |
| 13TH FLOOR ELEVATORS | The 1966-1967 Unreleased Masters Collection (3-CD Set) | COL 8816 |
| VARIOUS ARTISTS | History Of Michigan Rock - The Wheels 4 Label Story (3-CD Set) | COL 8818 |
| VARIOUS ARTISTS | History Of Texas Garage Bands - The Sea-ell Label Story (2-CD Set) | COL 8819 |
| VARIOUS ARTISTS | History Of Connecticut Garage Bands (North Atlantic Invasion Force, Yesterdays Children) | COL 8825 |

1995 ADDS - Pop

| | | |
|-------------------------|--|----------|
| TOWNSEND, ED | For Your Love - Golden Classics | COL 5509 |
| VELVIT, JIMMY | The Original | COL 5530 |
| MARTELLS | Got You On My Mind | COL 5531 |
| FLOYD DAKIL COMBO | Dance Franny Dance | COL 5532 |
| SUNNY & THE SUNGLOWS | Talk To Me - A Golden Classics Edition | COL 5533 |
| MURMAIDS | Popsicles & Icicles - A Golden Classics Editions | COL 5538 |
| TECHNIQUES, JAY AND THE | Apples, Peaches, Pumpkin Pie - Golden Classics | COL 5621 |
| CHANNEL, BRUCE | Hey! Baby - Golden Classics | COL 5623 |
| DONNER, RAL | You Don't Know What You Got - Golden Classics | COL 5627 |
| SHIRELLES | For Collectors Only (3-CD Set) | COL 8821 |

1995 ADDS - Soul

| | | |
|-------------------------|--|----------|
| CHANDLER, GENE | Rainbow '80 - The Best Of Chi Sound | COL 5140 |
| JACKSON, WALTER | Feelings - The Best Of Chi Sound | COL 5148 |
| PERSUASIONS | Spread The Word | COL 5295 |
| QUARTERMAN, JOE | A Golden Classics Edition | COL 5296 |
| TURNER, IKE & TINA | Dynamite | COL 5298 |
| FOXX, CHARLIE & INEZ | Mockingbird - Golden Classics | COL 5301 |
| WATSON, JOHNNY "GUITAR" | Ain't That A Bitch | COL 5491 |
| WATSON, JOHNNY "GUITAR" | A Real Mother For Ya | COL 5492 |
| WATSON, JOHNNY "GUITAR" | Funk Beyond The Call Of Duty | COL 5493 |
| WATSON, JOHNNY "GUITAR" | Giant | COL 5494 |
| WATSON, JOHNNY "GUITAR" | Love Jones | COL 5495 |
| MAGNIFICENT MEN | Peaco Of Mind - Golden Classics | COL 5508 |
| CHANDLER, GENE | Live At The Regal | COL 5516 |
| ESQUIRES | Get On Up - A Golden Classics Edition | COL 5517 |
| CHANDLER, GENE | Greatest Hits | COL 5518 |
| DON & JUAN | What's Your Name - Golden Classics | COL 5519 |
| BROTHERS OF SOUL | I Guess That Don't Make Me A Loser - Golden Classics | COL 5520 |
| CURRY, CLIFFORD | She Shot A Hole In My Soul - A Golden Classics Edition | COL 5540 |
| INTRUDERS | Philly Golden Classics (2-CD Set) | COL 8820 |

1995 ADDS - Rhythm & Blues

| | | |
|-----------------|--|----------|
| VARIOUS ARTISTS | A Rhythm & Blues Christmas - Volume 2 (Clovers, Orioles, Velons, etc.) | COL 5299 |
| VARIOUS ARTISTS | A Rhythm & Blues Christmas - Volume 3 (Skyliners, F. Lymon, Shirelles, etc.) | COL 5355 |
| VARIOUS ARTISTS | Spotlite On Main Line / Casino - Volume 1 (Videos, Hearts, Avalons, etc.) | COL 5477 |
| VARIOUS ARTISTS | Spotlite On Main Line / Casino - Volume 2 (Del Knights, Quills, Casinos, etc.) | COL 5478 |
| VARIOUS ARTISTS | Spotlite On Goldisc - Volume 1 (Universals, Ducanes, Dreamers, etc.) | COL 5479 |
| VARIOUS ARTISTS | Spotlite On End - Volume 3 (Flamingos, Imperials, L. Lymon, etc.) | COL 5480 |