

This Partnership Agreement ("Agreement") is made and entered into as of this 5th day of July, 1994, by and among JONATHAN HOWSMAN DAVIS, DAVID RANDALL SILVERA, BRIAN PHILLIP WELCH, JAMES SCHAFFER and REGGIE ARVIZU, currently collectively professionally known as "KORN" (hereinafter referred to collectively as the "Partners" and individually as "Partner").

WITNESSETH:

WHEREAS, the Partners have heretofore conducted business together under an oral partnership agreement and desire to memorialize their agreement as to the conduct of their business as Partners;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1

AGREEMENT OF GENERAL PARTNERSHIP

The parties hereto hereby form a general partnership ("Partnership") pursuant to the provisions of the Uniform Partnership Act of the State of California, upon the terms herein set forth.

SECTION 2

NAME OF PARTNERSHIP

The name under which the Partnership is to be conducted is:

THE KORN PARTNERSHIP

SECTION 3

NATURE OF BUSINESS

3.1 The character and general nature of the business to be conducted by the Partnership ("Partnership Business") is to furnish the services of the musical group professionally known as "Korn" to record and deliver master recordings

sufficient to constitute one (1) long-playing phonograph record embodying the performances of the Partners ("First LP") pursuant to the terms and provisions of the agreement between Immortal Records ("Immortal") and Korn dated as of _____ ("Recording Agreement"), and such other long-playing phonograph records embodying the performances of the Partners (hereinafter referred to individually as an "LP" and collectively as "LPs") as may be required pursuant to the Recording Agreement and in concerts and other personal appearances, motion pictures, filmed and live television, all fields of recording, including, without limitation, the recording of commercial phonograph records, tapes and audio-visual recordings or other reproductions by any method existing presently or in the future, merchandising, commercials, commercial tie-ups, endorsements, and other activities throughout the entire field of entertainment, in connection with or related to LPs, as well as all related or incidental activities in connection with the advertising, exploitation or advancement of the aforesaid areas of endeavor or the results and proceeds of the aforesaid services. Notwithstanding the foregoing, the Partnership Business shall not include any songwriting or music publishing activities of any of the Partners (or any of their affiliated or related entities) and shall not include any activities of any individual Partner as a producer of master recordings whether pursuant to the Recording Agreement or otherwise.

3.2 The Partnership may also engage in such additional activities and events that are not directly or indirectly connected with or related to LPs, as the Partners may from time to time agree to conduct (pursuant to Section 9.2 hereof).

SECTION 4

PLACE OF BUSINESS

The principal place of business of the Partnership shall be at such place or places within or without the State of California as the Partners may, from time to time, determine.

SECTION 5

TERM OF PARTNERSHIP

The Partnership shall commence as of July 5, 1994, and shall continue until July 4, 2044 ("Termination Date"), or the earlier termination of the Partnership as provided in Section 13 hereof.

SECTION 6

PARTNERSHIP CAPITAL CONTRIBUTIONS AND INTERESTS

6.1 Each Partner shall contribute to the Partnership his or her services during the term hereof to record and deliver the First LP and such other LPs as may be required pursuant to the Recording Agreement and to participate in all promotional activities in connection therewith, including but not limited to concerts and other personal appearances, motion pictures, film and live television, all field of recording, including without limitation, the recording of commercial phonograph records, tapes and audio-visual recordings or other reproductions by any method existing presently or in the future, merchandising, commercials, commercial tie-ups, endorsements, and any other activities throughout the entire field of entertainment, and as required pursuant to any agreement heretofore or hereafter entered into by the Partnership, and all results and proceeds of such services, as further provided by Section 10.1 hereof. Notwithstanding the foregoing, no Partner shall be required to contribute to the Partnership any songwriting services or the results and proceeds of songwriting services or any music publishing activities.

6.2 The Partnership acknowledges that the Partners own and control all right, title and interest in and to the name "KORN" ("Name"). The Partners hereby grant and assign to the Partnership solely the right to use the Name in connection with the Partnership Business. From and after the date of this Agreement, the Name and any use thereof shall be owned and controlled by the Partnership. Upon dissolution and termination of the Partnership as set forth in Section 13 hereof, all rights in and to the Name or any use thereof shall be determined by the written consent of not less than a majority of the Partners pursuant to Section 17 hereof.

6.3 A capital account shall be established for each Partner. Each Partner's account shall be credited with the amount of cash or other property (at the agreed fair market value thereof, less liabilities to which such property is subject) contributed by the Partner to the Partnership from time to time and shall be credited with the amount of all profits allocated to such Partner pursuant to this Agreement. Each Partner's account shall be reduced by all losses allocated to such Partner and all distributions made to such Partner.

6.4 Each Partner shall have an interest in the Partnership equal to the following proportions:

Jonathan Howsman Davis	20%
David Randall Silvera	20%
Brian Phillip Welch	20%
James Schaffer	20%
Reggie Arvizu	20%

6.5 Each Partner may be required to make additional contributions to the capital of the Partnership from time to time, to the extent determined by the parties in accordance with Section 9 hereof.

6.6 No Partner shall withdraw any portion of the capital of the Partnership under any circumstances, except as otherwise provided by Sections 15 and 16 hereof. It is the intention of the parties that the rights contributed to the capital of the Partnership hereunder shall remain until termination hereof.

SECTION 7

PROFITS AND LOSSES

7.1 The net profits of the Partnership shall be divided among the Partners and the net losses shall be borne by the Partners in the proportions set forth in Section 6.4 hereof.

7.2 For purposes of this Section, "net profits" and "net losses" shall be defined as the net profits and net losses of the Partnership, derived from any source whatsoever, for each fiscal year of the Partnership as finally determined for federal income tax purposes under the method of accounting provided by Section 12.1 hereof.

SECTION 8

DISTRIBUTIONS

8.1 Cash or assets received by the Partnership from any source, less any costs and expenses attributable thereto (including, without limitation, any business management, personal management, legal and accounting fees and agency commissions), shall be distributed no less frequently than on a semi-annual basis to the Partners in the proportions set forth in Section 6.4 above (except as otherwise provided by Sections 14, 15 or 16 hereof).

8.2 Notwithstanding the foregoing, and subject to the provisions of Section 14 hereof, no Partner shall be entitled to receive cash or other property, compensation or remuneration in connection with or on account of performances or other services performed by the Partnership with respect to which said Partner shall fail or refuse to render his or her services.

SECTION 9

MANAGEMENT

9.1 Except as otherwise specified herein, the management and conduct of the general Partnership Business (as defined in Section 3.1) and all decisions with respect thereto shall require the approval of a majority in number of the Partners. Without limiting the generality of the foregoing and except as otherwise specified herein, no Partner shall have the authority to act on behalf of the Partnership in any capacity except with the approval of a majority in number of the Partners.

9.2 The management and conduct of all other Partnership business, activities or events, including, but not limited to, the decision to engage in any business, activities or events not directly or indirectly connected with or related to the Recording Agreement, and all other decisions with respect thereto shall require the approval and consent of a majority of the Partners.

SECTION 10

PERFORMANCE OF PARTNERS

10.1 Each Partner hereby agrees that the Partnership shall be entitled during the term hereof to his or her personal services to record and deliver the First LP and such other LPs as may be required pursuant to the Recording Agreement, and that such Partner shall further perform on behalf of the Partnership all personal services which the Partnership shall request and direct in connection therewith, unless the requisite Partners as set forth in Section 9 hereof shall otherwise agree. For purposes hereof, such services of such Partner shall include without limitation any and all personal appearances in musical concerts and any other entertainment event of any kind, nature or description, motion pictures, filmed and live television, all fields of recording, including, without limitation, the recording of commercial phonograph records, tapes and audio-visual recordings, or other reproductions by any method existing presently or in the future, merchandising, commercials, commercial tie-ups, endorsements, and any other activities customarily deemed within the entertainment field as well as any and all related or incidental activities in connection with the advertising, exploitation or advancement of the aforesaid areas of endeavor or the results and proceeds of any of the aforesaid services and such other activities as the requisite Partners may agree to conduct (pursuant to Section 9 hereof), but shall specifically exclude the Partners' songwriting services (or the results and proceeds of the Partners' songwriting services) and music publishing activities. Each such Partner further represents and warrants that such Partner has neither made nor will make any contractual or other commitment which would hinder or interfere to any degree with the nature of or his or her full and complete performance of the aforesaid services, except with the consent of the requisite Partners as set forth in Section 9 hereof.

10.2 Subject to Section 16 hereof, the failure of any Partner to render any personal services required hereunder for any reason other than death, disability, expulsion or withdrawal shall constitute a material breach of this Agreement by said Partner, and shall render said Partner liable to the remaining Partners to the full extent of any damages suffered as a result thereof. Each Partner further acknowledges and agrees that his or her services to be rendered hereunder are special, unique, unusual, extraordinary and of an intellectual character giving them a peculiar value, the loss of which cannot be adequately compensated in damages in an action at law, and that in the event of a breach of this Agreement by the failure of that Partner to render services as provided hereunder, the remaining Partners shall (in addition to any other available remedies) be entitled to seek the equitable remedies of preliminary and permanent injunction, specific performance and any other equitable relief.

10.3 Except as expressly provided in Section 9.2 hereof, no provision of this Agreement shall prevent less than all of the Partners from performing and discharging contractual obligations of the Partnership requiring the performance of personal services for the benefit and account of the Partnership.

10.4 Each Partner hereby grants to the Partnership the worldwide right in perpetuity to use and to authorize third parties to use and display his or her name (both legal and professional), voice and likeness and biographical materials concerning him as same may be identified or associated with that performing group professionally known as "Korn." Said right of the Partnership shall be nonexclusive. Each such Partner further agrees that such Partner shall not transfer or attempt to transfer any right, privilege, title or interest in or to any such right, nor grant such right to, authorize, or willfully permit any person, firm or corporation to infringe upon any such right hereby granted to the Partnership, and each such Partner hereby authorizes the Partnership, in his or her name or otherwise, to institute any legal proceeding or proceedings to prevent such infringement.

SECTION 11

ASSIGNMENT OF INTEREST

No Partner shall have the right or power to assign, pledge, encumber, sell or otherwise dispose of his or her interest as a Partner in the Partnership, without the prior written consent of all of the other Partners.

SECTION 12

ACCOUNTING, BOOKS AND RECORDS

12.1 At all times during the continuation of the Partnership, the Partnership shall keep or cause to be kept, in accordance with the cash method of

accounting, consistently applied, complete and true books of account, in which shall be entered fully and accurately all of the contributions of capital to the Partnership and each transaction of the Partnership. Any Partner shall have the right at all reasonable times to have access to or inspect or copy the books and records of the Partnership.

12.2 The fiscal year of the Partnership shall be the calendar year.

12.3 Within seventy-five (75) days from and after the end of each fiscal year of the Partnership, the Partnership shall deliver to each Partner a statement of profit and loss for that fiscal year, and a balance sheet prepared as of the close of that year, together with a copy of the Partnership tax return (prior to the filing thereof with the federal and state taxing authorities), showing the profits and losses of the Partnership and distributions to each Partner for the said fiscal year. All of the foregoing shall be prepared in accordance with generally accepted accounting principles and practices.

12.4 The Partnership shall maintain checking and savings accounts at such bank or banks as a majority of the Partners determine. All funds shall be deposited in the name of the Partnership, and may be withdrawn only upon the signature of such person or persons designated in writing by a majority of the Partners.

SECTION 13

DISSOLUTION AND TERMINATION OF PARTNERSHIP

13.1 The Partnership shall be dissolved and terminated upon the happening of any of the following events:

- (a) The adjudicated bankruptcy (or assignment for the benefit of creditors) of any Partner or of the Partnership;
- (b) Upon the happening of any event which makes it unlawful for the business of the Partnership to be carried on, or for the Partners to carry on the Partnership;
- (c) Upon the decree of a court of competent jurisdiction;
- (d) Upon the agreement of all the Partners;
- (e) On the date of termination as provided by Section 5 hereof.

13.2 Notwithstanding the dissolution or termination of the Partnership, the Partnership may continue to perform all acts necessary or appropriate in order fully to discharge and perform all obligations of the Partnership under all executory

contracts and may, in connection therewith, exercise all rights, powers and authority, including the purchasing of goods and services.

13.3 Except as otherwise provided herein, upon dissolution and termination of the Partnership, the assets of the Partnership shall be distributed in accordance with the Partners' respective then existing capital account balances

SECTION 14

DISABILITY OF PARTNER

14.1 For purposes of this Agreement, the terms "disability" or "disabled" shall be defined as any mental or physical condition which materially interferes with or hinders the ability of any Partner to perform the services contemplated hereby, as determined in the sole judgment of a licensed physician mutually designated by the Disabled Partner and a majority of the other Partners (a "Designated Physician") based on medical reports and other objective evidence. In the event the disability of any Partner is disputed by any other Partner or the Partners, said dispute shall be resolved by the Designated Physician and said Designated Physician's opinion regarding the issue of whether a Partner is disabled shall be binding on all Partners. In connection with the foregoing, each Partner shall, upon the request of a majority of the other Partners, submit to a physical examination by a Designated Physician and such other tests as that Designated Physician shall deem necessary to determine whether that Partner is disabled. For purposes hereof, the term "Disabled Partner" shall be defined as any Partner who is so disabled.

14.2 Upon the disability of any Partner during the term hereof, the Partnership may engage one (1) or more individuals to perform any of the aforementioned services in place of said Disabled Partner. In the event a Disabled Partner's disability has been deemed to have been caused by events, forces or reasons outside of such Partner's reasonable control, the cost of engaging said individual or individuals to perform any or all of the aforeprovided services in place of such Disabled Partner shall be a Partnership debt to be borne by the Partnership and deducted from the gross profits of the Partnership.

14.3 The Partners acknowledge that a disability may be caused by events, forces or reasons within one's reasonable control. In connection with the foregoing, each Partner agrees that the determination of the issue of whether any Disabled Partner's disability was caused by events, forces or reasons within his or her reasonable control, shall, for purposes of this Agreement, be made by a majority of the Partners, and the opinion of the majority of the Partners shall be binding on all Partners. A disability shall be deemed to have been caused by events, forces, or reasons within said Partner's reasonable control, however, if that disability is caused by the use or abuse of alcohol or other drugs. In the event a Disabled Partner's disability has been deemed to have been caused by events, forces, or reasons within

that Partner's reasonable control, the cost of engaging an individual or individuals to perform any or all of the aforementioned services in place of the Disabled Partner shall be borne either (a) solely by such Disabled Partner and deducted by the Partnership from any and all distributions or payments made to such Disabled Partner from and after the date of such disability; or (b) shall be a Partnership debt to be borne by the Partnership and deducted from the gross profits of the Partnership, in the sole discretion of the Partnership as determined by a majority of the Partners.

14.4 During the period of any disability deemed to have been caused by events, forces or reasons within a Disabled Partner's reasonable control, such Disabled Partner shall have no right to participate in the management of the Partnership and, accordingly, solely for purposes of Section 9 hereof, such Disabled Partner shall be deemed not to be a Partner.

14.5 During the period of any disability deemed to have been caused by events, forces or reasons outside of a Disabled Partner's reasonable control, such Disabled Partner shall be entitled to receive his or her share (as set forth in Section 6.4) of any distributions hereunder.

14.6 During the period of any disability deemed to have been caused by events, forces or reasons within a Disabled Partner's reasonable control, such Disabled Partner shall be entitled to receive, at the sole discretion of the Partnership as determined by a majority of the Partners, either (a) his or her share of any distribution hereunder, less the costs, or any of them, of engaging any individual or individuals to perform any or all of the aforementioned services in place of such Disabled Partner; or (b) an amount equal to the Disabled Partner's applicable percentage of the gross receipts of the Partnership as set forth in Section 6.4 above from personal appearances in which such Disabled Partner performed services, including, without limitation, any receipts of the Partnership in respect of sales of merchandise at such live appearances; from all master recordings, audio-visual recordings and films which embody the performance of said Disabled Partner; and from the sale of merchandise, other than at live performances, sold pursuant to any merchandising agreements entered into by the Partnership prior to such Partner's having become a Disabled Partner, but only to the extent that such receipts are earned in respect of the sale of merchandise embodying such Disabled Partner's name or likeness; less all costs and expenses attributable thereto, including, without limitation, any business management, personal management, accounting and legal fees and agency commissions applicable thereto, in lieu of his or her otherwise applicable share of any distribution hereunder.

14.7 The Partnership shall not be dissolved upon the disability of any Partner.

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SECTION 15

DEATH OF PARTNER

15.1 In the event of the death of any Partner during the term hereof, the Partnership shall not be dissolved. For purposes hereof, the term "Deceased Partner" shall be defined as any Partner who is deceased.

15.2 In full and complete discharge of the interest of a Deceased Partner in the Partnership, the Partnership shall pay to the legal representatives of said Deceased Partner the following sums:

(a) Within ninety (90) days of the death of said Deceased Partner an amount equal to his or her capital account as of the end of the month during which such death occurs, determined in accordance with the usual and customary accounting procedures of the Partnership;

(b) On a semi-annual basis, an amount equal to the Deceased Partner's applicable percentage of the gross receipts of the Partnership as set forth in Section 6.4 above from personal appearances in which said Deceased Partner rendered services, including, without limitation, any receipts of the Partnership in respect of sales of merchandise at such live appearances; from all master recordings, audio-visual recordings and films which embody the performance of said Deceased Partner; and from the sale of merchandise, other than at live performances, sold pursuant to any merchandising agreement entered into by the Partnership prior to the death of that Deceased Partner, but only to the extent that such receipts are earned in respect of the sale of merchandise embodying that Deceased Partner's name or likeness; less all costs and expenses attributable thereto including, without limitation, any business management, personal management, legal and accounting fees and agency commissions attributable thereto; and

(c) Notwithstanding Subsections (a) and (b) hereof, if any act of said Deceased Partner constitutes or causes, directly or indirectly, the breach of this Agreement or any agreement between the Partnership and any third party, or otherwise subjects the Partnership to any damages, costs, expenses, liabilities or other obligations (whether actual or contingent), then the Partnership shall be entitled to retain such sums otherwise payable to the legal representatives of said Deceased Partner hereunder as the Partnership shall in its sole and absolute discretion and for such periods of time, determine, for the purpose of providing indemnity to the Partnership against any and all damages, costs, expenses, liabilities or other obligations (whether actual or contingent) arising from or connected with such breach or act. Such determination by the Partnership shall be binding and conclusive upon the legal representatives of said Deceased Partner for all purposes, and any sums retained hereunder shall bear no interest. In addition to the foregoing, each Partner further agrees that to the extent that

the Partnership on the date of the death of any Partner is contingently liable for any act or event occurring on or before said date, which liability is not reflected in computing the capital account of a Deceased Partner as of the date of his or her death (and to the extent such sums are not retained by the Partnership hereunder with respect to such liability), the Partnership shall be entitled to immediate contribution from the estate of the Deceased Partner for his or her share of any sums required to be paid as a consequence thereof.

All of the foregoing payments, except those described in Section 15.2(a), shall be "guaranteed payments" made pursuant to Section 736(a)(2) of the Internal Revenue Code of 1986 (as amended or superseded). Except as otherwise provided by Subsection (c) hereof, notwithstanding any agreement between the Partnership and any third party, the aforesaid sums payable to the legal representatives of said Deceased Partner shall be subject to reduction, recoupment or offset solely with respect to any advances received by said Deceased Partner or recording or other costs or charges connected with master recordings, audio-visual productions and films which embody the performance of said Deceased Partner, and the payment of any sum hereunder shall be without reduction, recoupment or offset for any advance with respect to which said Deceased Partner did not receive his or her applicable share thereof, or for any recording costs or other costs or charges connected with any master recording, audio-visual production or film which does not embody the performance of said Deceased Partner.

SECTION 16

EXPULSION OR WITHDRAWAL OF PARTNER

16.1 Any Partner may be involuntarily expelled from the Partnership with or without cause ("Expelled Partner"), by the affirmative act of a majority of the Partners. Expulsion from the Partnership shall be effective thirty (30) days after delivery to said Expelled Partner of written notice of expulsion by the Partnership, as further provided by Section 19.1 hereof. The expulsion of any Partner shall not dissolve the Partnership or in itself constitute a breach of this Agreement.

16.2 In full and complete discharge of the interest of the Expelled Partner in the Partnership, the Partnership shall pay to the Expelled Partner the following sums:

(a) On or before the effective date of the expulsion of that Expelled Partner, an amount equal to the capital account of the Expelled Partner as of the end of the month preceding the effective date of expulsion, determined in accordance with the usual and customary accounting procedures of the Partnership;

(b) On a semi-annual basis, an amount equal to the applicable percentage of the gross receipts of the Partnership as set forth in Section 6.4 above from personal appearances in which that Expelled Partner rendered services, including, without limitation, any receipts of the Partnership in respect of sales of merchandise at such live appearances; from all master recordings, audio-visual recordings and films which embody the performance of that Expelled Partner; and from the sale of merchandise other than at live performances sold pursuant to any merchandising agreements entered into by the Partnership prior to that Partner's having become an Expelled Partner, but only to the extent that such receipts are earned in respect of the sale of merchandise embodying that Expelled Partner's name or likeness; less all costs and expenses attributable thereto, including, without limitation, any business management, personal management, legal and accounting fees attributable thereto; and

(c) Notwithstanding Subsections (a) and (b) hereof, if any act of that Expelled Partner constitutes or causes, directly or indirectly, the breach of this Agreement or any agreement between the Partnership and any third party, or otherwise subjects the Partnership to any damages, costs, expenses, liabilities or other obligations (whether actual or contingent), then the Partnership shall be entitled to retain such sums otherwise payable to that Expelled Partner hereunder as the Partnership shall in its sole and absolute discretion and for such periods of time determine, for the purpose of providing indemnity to the Partnership against any and all damages, costs, expenses, liabilities or other obligations (whether actual or contingent) arising from or connected with that breach or act. Such determination by the Partnership shall be binding and conclusive upon that Expelled Partner for all purposes, and any sums retained hereunder shall bear no interest. The Expelled Partner further agrees that to the extent the Partnership on the effective date of expulsion is contingently liable for any act or event occurring on or before said date, which liability is not reflected in computing the capital account of the Expelled Partner as of the effective date of expulsion (and to the extent sums are not retained by the Partnership hereunder with respect to such liability), the Partnership shall be entitled to immediate contribution from the Expelled Partner (or his or her transferee or assign) for his or her share of any sums required to be paid as a consequence thereof. Without limiting the generality of the foregoing, if, as of the effective date of expulsion of an Expelled Partner, that Expelled Partner's capital account hereunder shall reflect a negative balance, then, promptly after the expulsion of said Expelled Partner, that Expelled Partner shall contribute to the Partnership the minimum amount necessary so that that Expelled Partner's capital account shall no longer reflect a negative balance.

All of the foregoing payments (if any), except those described in Section 16.2(a), shall be "guaranteed payments" made pursuant to Section 736(a)(2) of the Internal Revenue Code of 1986 (as amended or superseded). Except as otherwise provided by Subsection (c) hereof, notwithstanding any agreement between the Partnership and

any third party, the aforesaid sums payable to that Expelled Partner shall be subject to reduction, recoupment or offset solely with respect to any advances received by that Expelled Partner or recording or other costs or charges connected with master recordings, audio-visual productions and films which embody the performance of that Expelled Partner, and the payment of any sum hereunder shall be without reduction, recoupment or offset for any advance with respect to which that Expelled Partner did not receive his or her applicable share thereof, or for any recording costs or other costs or charges connected with any master recording, audio-visual production or film which does not embody the performance of that Expelled Partner.

16.3 Any Partner may withdraw from the Partnership, provided that (a) notwithstanding such withdrawal that Partner shall remain obligated to exclusively perform his or her personal services for the Partnership (as required by Section 10.1 hereof) to the extent the nonperformance of his or her said services (in the sole judgment of the Partnership) would constitute or cause, directly or indirectly, the breach of any agreement between the Partnership and any third party, or otherwise subject the Partnership to any damages, costs, expenses, liabilities or other obligations (whether actual or contingent), and (b) provided further that such withdrawal shall not modify or limit in any respects the rights of the Partnership or of the remaining Partners with respect to any breach of this Agreement or any agreement between the Partnership and any third party otherwise committed by the Withdrawing Partner. The withdrawal of any Partner shall not dissolve the Partnership or in itself constitute a breach of this Agreement. Withdrawal from the Partnership shall be effective ninety (90) days after the delivery to all Partners of written notice of withdrawal signed by the Withdrawing Partner, as further provided by Section 10.1 hereof. The term "Withdrawing Partner" shall be defined as any partner who withdraws from the Partnership hereunder.

16.4 In full and complete discharge of the interest of the Withdrawing Partner in the Partnership, the Partnership shall pay to the Withdrawing Partner the following sums:

(a) On or before the effective date of the withdrawal of said Withdrawing Partner, an amount equal to the capital account of the Withdrawing Partner as of the end of the month preceding said effective date, determined in accordance with the usual and customary accounting procedures of the Partnership;

(b) On a semi-annual basis, an amount equal to the applicable of the gross receipts of the Partnership as set forth in Section 6.4 above from personal appearances in which that Withdrawing Partner rendered services, including, without limitation, any receipts of the Partnership in respect of sales of merchandise at such live appearances; from all master recordings, audio-visual recordings, and films which embody the performance of that Withdrawing Partner; and from the sale of merchandise, other than at live performances, sold pursuant to any merchandising agreement entered into by the Partnership prior

to that Partner's having become a Withdrawing Partner, but only to the extent that such receipts are earned in respect of the sale of merchandise embodying that Withdrawing Partner's name or likeness; less all costs and expenses attributable thereto, including, without limitation, all business management, personal management, legal and accounting fees and agency commissions attributable thereto; and

(c) Notwithstanding Subsections (a) and (b) hereof, if any act of that Withdrawing Partner constitutes or causes, directly or indirectly, the breach of this Agreement or any agreement between the Partnership and any third party, or otherwise subjects the Partnership to any damages, costs, expenses, liabilities or other obligations (whether actual or contingent), then the Partnership shall be entitled to retain such sums otherwise payable to that Withdrawing Partner hereunder as the Partnership in its sole and absolute discretion and for such periods of time determine, for the purpose of providing indemnity to the Partnership against any damages, costs, expenses, liabilities or other obligations (whether actual or contingent) arising from or connected with said breach or act. Such determination by the Partnership shall be binding and conclusive upon that Withdrawing Partner for all purposes, and any sums retained hereunder shall bear no interest. The Withdrawing Partner further agrees that to the extent the Partnership on the effective date of withdrawal is contingently liable for any act or event occurring on or before the date of withdrawal, which liability is not reflected in computing the capital account of the Withdrawing Partner as of the date of withdrawal (and to the extent sums are not retained by the Partnership hereunder with respect to such liability), the Partnership shall be entitled to immediate contribution from that Withdrawing Partner (or his or her transferee or assign) for his or her share of any sums required to be paid as a consequence thereof. Without limiting the generality of the foregoing, if, as of the effective date of withdrawal of a Withdrawing Partner, that Withdrawing Partner's capital account hereunder shall reflect a negative balance, then, promptly after the withdrawal of that Withdrawing Partner, that Withdrawing Partner shall contribute to the Partnership the minimum amount necessary so that that Withdrawing Partner's capital account shall no longer reflect a negative balance.

All of the foregoing payments (if any), except those described in Section 16.4(a), shall be "guaranteed payments" made pursuant to Section 736(a)(2) of the Internal Revenue Code of 1986 (as amended or superseded). Except as otherwise provided by Subsection (c) hereof, notwithstanding any agreement between the Partnership and any third party, the aforesaid sums payable to that Withdrawing Partner shall be subject to reduction, recoupment or offset solely with respect to any advances received by that Withdrawing Partner or recording or other costs or charges connected with master recordings, audio-visual productions and films which embody the performance of that Withdrawing Partner, and the payment of any sum hereunder shall be without reduction, recoupment or offset for any advance with respect to which that Withdrawing Partner did not receive his or her pro rata share thereof, or for any

recording costs or other costs or charges connected with any master recording, audio-visual production or film which does not embody the performance of that Withdrawing Partner.

16.5 Subject to the terms of Section 17 hereof, no Expelled or Withdrawing Partner shall have any right to use the name "Korn" or any other name used by the Partnership (except the individual and professional name of said Partner), or any name confusingly similar thereto, for any purpose whatsoever. That Expelled or Withdrawing Partner shall execute or cause to have executed any and all instruments, consents or other documents required in connection with his or her expulsion or withdrawal from the Partnership, including, without limitation, any assignment to the Partnership or its respective Partners of rights in and to any copyright, federal or state trademark or similar rights.

16.6 The expulsion or withdrawal of any Partner shall not in any respect modify or limit any rights of the Partnership under Section 10.4 hereof, which rights shall survive that expulsion or withdrawal.

16.7 From and after the effective date of expulsion or withdrawal, that Expelled or Withdrawing Partner shall have no right to participate in the management of the Partnership, nor any right to object to any consent or approval under any agreement between the Partnership and any third party and, to the extent that any such agreement requires the consent or approval of all of the Partners individually, that Expelled or Withdrawing Partner shall be deemed irrevocably to have appointed the remaining Partners as his or her attorney-in-fact to give or withhold such consent or approval on his or her behalf.

SECTION 17

USE OF NAME

Notwithstanding anything to the contrary contained herein, the Name may not be used by the Partnership, or any Partner, at any time and in any manner, unless with the consent of the requisite Partners as set forth in Section 9 hereof. Furthermore, upon the dissolution and termination of the Partnership as set forth in Section 13 hereof, the Name may not be used by any Partner at any time or in any manner without the written consent of a majority of the Partners.

SECTION 18

OUTSIDE ACTIVITIES

Each Partner shall devote his or her best efforts as required to the operation of the Partnership and the advancement of Partnership Business and any

other business of the Partnership. The Partnership and each Partner expressly acknowledge and agree that any Partner may engage in any activity or make any investment for his, her or its own benefit or advantage without the consent of the other Partners, so long as such activity does not interfere in any manner whatsoever with Partnership Business or any other business of the Partnership (as agreed by the requisite Partners pursuant to Section 9.2 hereof) or with the complete and conscientious discharge by such Partner of his or her duties to the Partnership. It is further agreed that any of the foregoing activities as may be engaged in by any Partner shall be deemed individual activities outside the scope of this Agreement, and that Partner shall be entitled to retain any and all proceeds therefrom.

SECTION 19

MISCELLANEOUS

19.1 Notices: All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if given personally, by prepaid telegram, or mailed first class mail, postage prepaid, registered or certified mail, as follows:

TO JONATHAN HOWSMAN DAVIS: [REDACTED]

TO DAVID RANDALL SILVERA: [REDACTED]

TO BRIAN PHILLIP WELCH: [REDACTED]

TO JAMES SCHAFFER: [REDACTED]

TO REGGIE ARVIZU: [REDACTED]

Any mailed notice given as aforesaid shall be deemed received on the third business day following the deposit of the same in the United States mail. Any notice given by any other manner shall be deemed received when actually received by the party to whom addressed. Any party may change the address to which notices are to be sent hereunder, by giving notice of such change of address to the other party or parties in the manner herein specified.

19.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in that State, including, without limitation, the Uniform Partnership Act of said State.

19.3 Survival of Rights: Subject to Section 11 hereof, this Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors, legal representatives and assigns of said parties.

19.4 Entire Agreement: This Agreement contains the entire agreement of the parties relating to the subject matter hereof. Any prior agreements, promises, understandings, representations or warranties relating to the subject matter hereof are of no force or effect.

19.5 Severability: In the event that any provision of this Agreement (or any part thereof) is, or is for any reason adjudged to be, void, unlawful, unenforceable or invalid, then disregarding such provision or provisions (or any void, unlawful, unenforceable or invalid part thereof), the remaining provisions of this Agreement shall subsist and remain valid and be carried into full force and effect.

19.6 Interpretation: Section headings in this Agreement are for convenience and are not a part of the agreement of the parties and shall not be used in the construction thereof. Whenever in this Agreement the context requires, references to the singular shall be deemed to include the plural and the plural the singular, and the masculine or the feminine the neuter, the neuter the masculine or the feminine, as the case may be, the masculine the feminine and the feminine the masculine.

19.7 Waiver: The waiver by any party hereto of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach or violation hereof.

19.8 Remedies: The remedies herein provided shall be deemed cumulative and the exercise of one (including without limitation the retention of certain sums by the Partnership under Sections 15.2(c), 16.2(c) and 16.4(c) hereof) shall not preclude the exercise of any other remedy, nor shall any specification of remedies herein exclude any rights or remedies at law or in equity which may be available hereto to the parties, including any rights to damages or injunctive relief.

19.9 Attorneys' Fees: In the event that any action, suit or proceeding in connection with or arising out of this Agreement is instituted by one or more of the parties hereto against any other party or parties, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs incurred in any such action, suit or proceeding.

19.10 Counterparts: This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

SECTION 20

AMENDMENT OF AGREEMENT

This Agreement may be terminated, supplemented, modified or amended by the written consent of a majority of the Partners, plus at least one (1) additional Partner.

SECTION 21

PREPARATION OF AGREEMENT

This Agreement was prepared on behalf of all parties hereto by Mitchell, Silberberg & Knupp of [REDACTED] and all parties hereto have heretofore voluntarily consented to the preparation of this agreement on behalf of all parties by Mitchell, Silberberg & Knupp. Each Partner has been advised and understands that each such Partner has the right to be represented by separate and independent counsel in connection with this Agreement, and each such Partner has had the full and ample opportunity to secure such separate and independent representation. In the event each such Partner was not represented by independent counsel, such Partner acknowledges and agrees that his, her or its failure to be represented by independent legal counsel was determined solely by himself or herself and not by Mitchell, Silberberg & Knupp or any partner or associate thereof, in whole or in part.

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




JONATHAN HOWSMAN DAVIS



DAVID RANDALL SILVERA



BRIAN PHILLIP WELCH



JAMES SCHAFFER



REGGIE ARVIZU