



GROWN MAN BUSINESS INC

Tele: 770-407-9282

Info@GrownManBusiness.com

Grown Man Biz Music Inc

4430 Tilly Mill Rd Suite 819

Atlanta, GA 30360

&

Business Name

Address

1. Nature Of Business: The partners listed above hereby agree that they shall be considered partners in business for the following purpose:

CASE: A Marvin Gaye Experience Vegas 6 Month Show Run

2. Name: The partnership shall be conducted under the name: **Grown Man Biz Music Inc.** and shall maintain offices at **4430 Tilly Mill Rd Atlanta, GA 30360**

3. Day-To-Day Operations: **Grown Man Biz Music Inc** shall provide thier full-time services and best effects on behalf of the partnership. No partner shall receive a salary for services rendered to the partnership. Each partner shall have equal rights concerning business matters pertaining to the Nature Of Business stated in **item 1**. Should there differences between the partners concerning ordinary business matters, a decision shall be made by unanimous vote. It is understood that GMB will conduct the day-to-day business of the partnership; however, no partner shall be able to bind the partnership by act or contract to any liability exceeding **\$5,000,000.00 (Five Million Dollars) Dollars** without the prior written consent of each partner.

4. Capital Contribution: The capital contribution of each partner to the partnership shall consist of the following property, services or cash which each partner agrees to contribute:

Name Of Partner	Capital Contribution	Agreed Upon Cash	% Share
Grown Man Biz Music Inc.	500,000		100%
	5,000,000	5,000,000	N/A



Case: A Marvin Gaye Experience
(Based on 4 Nights)

Venue Cost	600,000
Production	60,000
Advertising	50,000
Artist	60,000 (4 Shows)
Staffing	20,000
Budgeted Capacity	3500 Seats @ \$75
Non-Chargables	1000
Budgeted Gold	500 Seats @ \$250
Publicity	60,000 (6 Months)
Misc. (Meals, Wardrobe etc.)	30,000 (6 Months)
Lodging	30,000 (6 Months)
Estimated Expenses	910,000 (227,500 per show)
Estimated Gross	1,550,000

Estimated Monthly Net After Expenses: **\$5,290,00.00**

Estimated 6 month Net After Expenses: \$31,740,00.00

We are seeking a **5 million** dollar investment to cover a 6 month production of this Event. **(See Above)**

5. Profits and Losses: The losses incurred by **Item 1** shall be absorbed and shall be the sole responsibility of **Grown Man Biz Music Inc.** The profits shall be be split **80/20** in favor of **(GMB)** after the initial investment has been returned, 6 months after opening night of Event.

6. Terms/Termination: The Terms of this Agreement shall be for a period of 1 Year (**365 days**), unless the partners mutually agree in writing to a shorter or longer period. Should the partnership be terminated by unanimous vote, the assets and cash of the partnership shall be used to pay all creditors, with the remaining amounts to be distributed to the partners according to their proportionate share(s).

7. Disputes: This Partnership Agreement shall be governed by the laws of the state of Georgia. Any disputes arising between the partners as a result of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and in the event of any litigation arising out of this Agreement; venue shall be in Georgia.



____ of _____ agrees to transfer
Investor Name Company Name

\$5,000,000 to **Rodney Foxe** CEO of **Grown Man Biz Music Inc.** via bank wire, cashiers check or cash. Bank wire instructions are listed as follows:

Bank Wire Info:

Bank Of America N.A.

Grown Man Biz Music Inc

100 W. 33rd St

NY, NY 10001

Routing: 026009593

Acct# 65501135116

Name: Merrill Lynch

Ref: For Final Credit to Grown Man Biz Music Inc WCMA Acct # 70606224

With the understanding that the Full Balance plus 20% returned in 6 Months without prejudice. Unless otherwise instructed within 14 business days from dissolution.

Name

Tax ID

Grown Man Biz Music Inc.

27-1634137

Tax ID