



First Avenue & 7th Street
Entry: Band Files and
Related Records

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FIRST AVENUE & 7th St entry

The Downtown Danceteria

The "Specs" on the ABC Concert on Monday, December 13th, 1982:

Paid Admissions:

1,092 pre-sale tickets at \$6.50 per ticket-----	\$7,098.00
108 tickets at the door at \$7.50 per ticket-----	\$ 810.00
7 tickets at the door at \$3.00 per ticket (after/show)-	\$ 21.00
<u>1,207 total paid admissions-----</u>	<u>\$7,929.00</u>

Complementary Tickets and Promotional Giveaways:

35 employee# and club comps on the guest-list
 56 Polygram Records comps on the guest-list
 11 WMCN Radio comps on the guest-list (over-the-air giveaways)
 30 bands and# stage crew comps on the guest-list
 29 media comps on the guest-list
 142 complementary tickets to retail record, in-club, and other retail
 (exchange for advertising)
303 total complementary tickets and promotional giveaways
1,510 total number of people

Payment Stats:

Total Admissions-----	\$7,929.00
Subtract after concert paid-----	\$ 21.00
\$	\$7,908.00
Subtract 8% Sales Tax-----	\$ 632.64
	\$7,275.36
Subtract Contractual Expenses---	\$6,500.00
NET GATE USED TO DETERMINE BAND %-----	\$ 775.36
ABC 75%-----	\$ 581.52

Total Payment to ABC

Deposit to ATI-----	\$1,750.00
Advance day of show-----	\$ 500.00
Remainder of guarantee-----	\$1,250.00
Percentage payment-----	\$ 581.52
Total:	<u>\$4,081.52</u>

(Expenses on page 2)

Stephen T. McClellan

Stephen T. McClellan

(6) PCS

From England ABC



APPEARING

MONDAY
DEC 13th

7th St. Entry
Walker Art Center Presents
Red Decade

TICKETS:
\$6.50 Advance
\$7.50 Door
Northern Lights
Hot Licks(dntn)
OarFolkjokeopus
Wax Museums
March 4th &
First Avenue





I N C O N C E R T

A B C ★
★
★



CERTIFIED STATEMENT
OF TICKETS PRINTED
FOR



PAGE 1 OF 1

FIRST AVENUE
P.O. BOX 3191
TRAFFIC STATION
MINNEAPOLIS

MN 55403

A B C
FIRST AVENUE
MINNEAPOLIS

MN

CUSTOMER NO. 001756

DATE DEC 3, 1982

OUR JOB NO. 08407

1 SET(S) OF 1,400 TICKETS FOR A TOTAL OF 1,400 PRINTED AS FOLLOWS:

MONDAY
DEC 13, 1982
8:00 PM

1,200 GEN. ADM. \$6.50 \$7.50
BABY BLUE

200 COMPLIMENTARY
PINK

NOTE:

SIX COPIES OF THIS CERTIFIED STATEMENT ARE PREPARED:

COPY No. 1-Shipped with tickets to Agent FIRST AVENUE
COPY No. 2-Shipped with tickets to Agent FIRST AVENUE
COPY No. 3-Mailed separately to: CUSTOMER WITH INVOICE
COPY No. 4-Mailed separately to: FIRST AVENUE MINNEAPOLIS MN
COPY No. 5-QUICK TICK Manifest File 036GA
COPY No. 6-QUICK TICK Job File 08407

The above is a true account of tickets printed by us for the customer designated under their order.

QUICK TICK INTERNATIONAL, INC.

9494 KIRBY DR.
HOUSTON, TEXAS 77054
PHONE 713-669-1900
1-800-231-6144

By: Bernard S. Deaman Jr.
Notary Public in and for the State of Texas
My Commission Expires May 10, 1984



CERTIFIED STATEMENT
OF TICKETS PRINTED
FOR



PAGE 1 OF 1

FIRST AVENUE
P.O. BOX 3191
TRAFFIC STATION
MINNEAPOLIS

MN 55403

A B C
FIRST AVENUE
MINNEAPOLIS

MN

CUSTOMER NO. 001756

DATE DEC 3, 1982

OUR JOB NO. 08407

1 SET(S) OF 1,400 TICKETS FOR A TOTAL OF 1,400 PRINTED AS FOLLOWS:

MONDAY
DEC 13, 1982
3:00 PM

1,200 GEN. ADM. \$6.50 \$7.50
BABY BLUE

200 COMPLIMENTARY

PINK

NOTE:

SIX COPIES OF THIS CERTIFIED STATEMENT ARE PREPARED:

COPY No. 1-Shipped with tickets to Agent FIRST AVENUE

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BERNARD S. BEAMAN JR.
Notary Public in and for the State of Texas
My Commission Expires May 10, 1984

31578 *AW*

Rider to Agreement dated 11/11/82 by and
between *Arthur C. Chell*, (hereinafter "Artist") and
Arthur C. Chell, (hereinafter
"Purchaser").

It is understood by all parties hereto that the fee to be paid Artist herein consists of a predetermined minimum guarantee and a percentage of the box office receipts in excess of the sum shown on page one of the agreement to which this rider is annexed (hereinafter the "Agreement"). Such percentage has been computed by the parties based on Purchaser's representation that the costs of the subject engagement are those shown on Schedule A (Estimated Engagement Expenses) annexed hereto, which costs are estimated to total \$ 711,000.

Purchaser shall, within 0 days from the actual date of the subject engagement, render an accounting to Artist's agent, American Talent International, Ltd., 888 Seventh Avenue, New York, New York 10019 of all costs and expenses actually incurred during or as a result of production of the contemplated engagement as well as all tickets sold for such engagement and gross receipts therefor. Such accounting shall be accompanied by a Certified invoice, paid bill, paid receipt and the like for each and every such cost and expense.

All costs and expenses not previously agreed to (as shown on Schedule A annexed) and/or unverified by an appropriate invoice, etc. shall not be deemed an expense attributable to the subject engagement and will be, therefore, Purchaser's sole liability.

In the event actual, verified costs and expenses are less than those shown on Schedule A, then Artist's fee shall be deemed recomputed to include an additional sum equal to 75 % percent of the difference between actual costs and those total estimated costs shown on said Schedule A. Payment of any such additional sums shall accompany the aforesaid accounting.

COST BREAKDOWN

NAME OF ARTIST:	abc	DATE OF SHOW:	dec 13
PLACE OF ENGAGEMENT:	1 st ave	CITY:	minn STATE: minn
PROMOTER:		TICKET PRICES:	5.50 Ad 6.50 Door
CAPACITY:	1200		
GROSS POTENTIAL:	6600 (6072 NET)		
HALL RENTAL:		ADVERTISING:	1225
SET UP (STAGE/CHAIR):		POLICE - INSIDE/OUTSIDE:	
USHERS:		STAGEHANDS & TEAMSTERS:	SEC 425
SECURITY:		ELECTRICIAN:	
SOUND & LIGHTS:	875	SPOT RENTAL:	
TICKET PRINTING:	85	BOX OFFICE CHARGES:	
STAGE RENTAL:		TICKET COMMISSION:	
INSURANCE:		PIANO/ORGAN RENTAL:	
LICENSE:		FIRST AID: DOCTOR/NURSE/AMBULANCE:	
CLEAN UP:		ASCAP/BMI:	
LIMOUSINES:		TAX:	8%
CATERING:	250	MISCELLANEOUS:	/tuner 500
FORKLIFT:		FORKLIFT OPERATOR:	
ADDITIONAL STAFF:		STAGE MANAGER:	
DAMAGE - ESCROW:		TICKET TAKERS:	

TOTAL COST OF EXPENSES:	\$	3360
TOTAL COST OF SUPPORT TALENT:	\$	250
GUARANTEE TO HEADLINER:	\$	3500
TOTAL COST OF SHOW:	\$	7110
	14%	995
		8105

ABC

"Like all the greats, ABC managed the trick of emerging from nowhere full-blown and shimmering," says Sounds, "...neither funk nor pop but deliriously intoxicated with both as trace elements, packaged in gold as they simultaneously celebrated and sent-up the entire roster of top-flight trouble-makers from Johnny Ray to Elvis through Temptations to the fandangoes of Ferry."

Since ABC (Martin Fry, vocals; David Palmer, drums and percussion; Steven Singleton, alto and tenor saxophones; Mark White, guitar and keyboards) first hit the British charts with their Top 20 single, "Tears Are Not Enough," they stimulated the interest of both the public and the music press with their stylish, infectious mix of pop strains and the Motown sensibility. Two British gold, Top 10 singles--"Poison Arrow" and "The Look of Love"--and their debut Mercury/PolyGram album, The Lexicon of Love (a gold LP in Britain) fulfilled those expectations, and more.

New Musical Express noted that ABC's first album (produced of Trevor Horn of the Buggles and Yes fame) is "one of the greatest albums ever made...a major achievement (that) puts ABC in a league of their own."

Yet for all their acclaim, little is known of ABC's background, for as Fry explains, "We kept ourselves to ourselves." What is known is that Steve Singleton and Mark White were in a band called Vice Versa in ABC's hometown of Sheffield, and had issued two singles when they met Martin Fry, who was interviewing them for a fanzine he wrote. The like-minded souls began collaborating musically,

-more-

PolyGram Records™

810 SEVENTH AVENUE/NEW YORK, N.Y. 10019/1-212-399-7067

8255 SUNSET BLVD./LOS ANGELES, CA. 90046/1-213-650-8300



releasing yet another single, "Stil Vagi" (Russian for "Style Boys"), recorded in Holland.

They formed ABC in June of 1980 with a specific purpose in mind. "We took all our frustrations," says Fry, "and the differences between what we wanted to be and what we were at the time were massive, so we set about changing it all. I felt we had some good ideas but hadn't carried them out fully. People just didn't see it, and you've got to be self critical. We wanted to create dance music first and foremost that was contemporary and exciting. We wanted to make music we were proud of."

Although lead singer Fry has become the media focus of ABC, they are a true group, writing songs, as Fry points out, "like Holland-Dozier-Holland" in true teamwork fashion. If there's any answers to be had, any explanations to be made, it's all to be found, as ABC says, "a-z affectionately, 1 to 10 alphabetically, from here to eternity without in between" on The Lexicon of Love.

As Fry concludes, "It's all there to find out. Our effect is not going to be to create a movement. I won't appear on TV one week wearing a gold lame jacket and the next week thousands of people will be wearing one. Our function is going to be to make music of lasting value with polish and durability."

FIRST AVENUE
CONCERT: ABC

MON DEC 13, 1982

DATE OF REPORT: 12/13/82
WEEK OF: _____

	RECD THIS WEEK	ON HAND (LAST WEEK)	TO BE PICKED UP	SOLD	PRICE	TOTAL
LAKE	1001-1050		1018-1050	1001-1017 ¹⁷	\$6.50	\$110.50
ST PAUL	1051-1090		1072-1088	1051-1072 ²² 1089-1090		\$149.50
WEST BARK	1091-1130		1125-1130	1091-1124 ³⁴		\$221.00
ROBBINSDALE	1131-1160		1151-1160	1131-1150 ²⁰		\$130.00
RICHFIELD	1161-1200		1182-1200	1161-1181 ²¹		\$136.50
ST CLOUD	—		—			
					TOTAL =	\$747.50

115 Tickets @ \$6.50 EA. = \$747.50

PAY TO: FIRST AVENUE

CHECK AMOUNT: \$747.50

TICKET SALE REQUEST FORM

Promoter: FIRST AVENUE

Concert: ABC

Concert Date: MON 12/13/82

Mailing Address: _____

SALE LOCATIONS REQUESTED/TICKET ALLOCATIONS TO STORES

Lake St. ⁵⁰1001-1050 St. Paul ⁴⁰1051-1090 West Bank ⁴⁰1091-1130 Robbinsdale ³⁰1131-1160
Richfield ⁴⁰1161-1200

I understand and agree to the terms set forth in the Wax Museum Ticket Sale Policy. I am an authorized signer for promoter listed above.

Sheryl B. Fiegel
(Signature)

The promoter listed acknowledges receipt of unsold tickets listed below:

Lake St. 1018-1050 St. Paul 1072-1088 West Bank 1125-1130 Robbinsdale 1151-1160
Richfield 1182-1200

Received by: _____

Date: _____

CAUGHT IN THE ACT

CITY PAGES: DECEMBER 21, 1982

ABC

VENUE: First Avenue

DATE: December 13

PERFORMANCE: Fair

AN OVERWHELMING air of pseudo-sophistication de-

Then there's Bryan Ferry connection. Things haven't been quite the same since Mr. Suave melded urbanity and avant-garde progressive rock over a decade ago; the list of Roxy Music/Bowie-influenced bands is staggeringly large, to say the least. ABC, despite



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Things to do today

JACK - Please can these
2 deposits out today -
ABC is mandatory
Dec. 13th

ABC - \$1750⁰⁰ to the
Bank of N.Y.
530 5th Ave.
N.Y. N.Y. 10036
acct. # 05 - 4852

attn: Bob Davenport

phone # 212 - 530 - 2344

acct. name - American Talent
International Ltd.

made
1536 12/6/88

John
entered
file

Call

749
5251



Quik
PRINT PRINTING

338-2988

317 Second Ave. S.

Mpls., MN 55401

-10746.18

Free Pick Up
And Delivery



AMERICAN TALENT INTERNATIONAL LTD.
888 SEVENTH AVENUE • NEW YORK, N. Y. 10019 • (212) 977-2300
TELEX 12-7551

AGREEMENT made this 11th day of November, 19 82,

between Neutron Records f/s/o ABC (hereinafter

referred to as "ARTIST") and Mr. Steve McClellan/1st Avenue, Inc.
(hereinafter referred to as "PURCHASER").

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the ARTIST and the ARTIST hereby agrees to furnish the entertainment presentation hereinafter described, upon all the terms and conditions herein set forth, including those on the reverse side hereof entitled "Additional Terms and Conditions."

1. ARTIST agrees to furnish the following entertainment presentation to PURCHASER:

Stage appearance. Act to receive 100% Headline billing. Purchaser to furnish-at his own expense-an adequate Sound & Light System which meets with Artist's approval.

for presentation thereof by PURCHASER:

(a) at 1st Avenue/29 North 7th/Minneapolis, Minn.;
(Place of Engagement)

(b) on December 13th, 1982;
(Date(s) of Engagement)

(c) at the following time(s): Show time at approx. 9PM (one performance)

2. FULL PRICE AGREED UPON: \$3,500.00 + 75% over \$6,500.00 less Taxes, if any,
plus Expenses listed below

All payments shall be paid by certified check, money order, bank draft or cash as follows:

(a) \$ 1,750.00 shall be paid by PURCHASER to and in the name of ARTIST'S agent,
AMERICAN TALENT INTERNATIONAL LTD., not later than AT ONCE;

(b) \$ 1,750.00 + % shall be paid by PURCHASER to ARTIST not later than prior to
performance on night of above engagement-in Cash or Certified Check form-OR;
ACT WILL NOT PERFORM.

(c) Additional payments, if any, shall be paid by PURCHASER to ARTIST no later than _____

PURCHASER shall first apply any and all receipts derived from the entertainment presentation to the payments required hereunder: All payments shall be made in full without any deductions whatsoever.

3. SCALE OF ADMISSION \$5.50/\$6.50

4. CAPACITY 1,200

5. GROSS POTENTIAL \$6,600.00/\$6,072.00 net

Neutron Records f/s/o ABC (ARTIST)

(Together with signed contract riders) By _____

Return all signed copies to agent: Mr. Steve McClellan/1st Avenue, Inc. (PURCHASER)

AMERICAN TALENT INTERNATIONAL LTD. By _____

AT ONCE 29 North 7th

Address: _____

Minneapolis, Minn.

THIS CONTRACT NOT BINDING UNLESS SIGNED
BY ALL PARTIES HERETO.

612-338-8388 (Steve McClellan)
Phone: 612-333-1154 (Sue McLean)

THE ABOVE SIGNATURES CONFIRM THAT THE PARTIES HAVE READ AND APPROVE EACH AND ALL OF THE "ADDITIONAL TERMS AND CONDITIONS" SET FORTH ON THE REVERSE SIDE HEREOF, AND THE PROVISIONS OF ANY RIDER WHICH MAY BE ANNEXED HERETO.

Support: to be advised
Sound & Lights: \$875.00

If this engagement provides for a percentage payment to Act, employer will be required to verify all expenses on the engagement date, or employer will not be permitted to deduct same from any such percentage payment.

The ABC Contract Rider annexed hereto is an integral part of this Contract and all of its terms and conditions are incorporated into and made part of the Agreement.

ADDITIONAL TERMS AND CONDITIONS

The parties hereto hereby acknowledge that the following additional terms and conditions are incorporated in and made a part of the Agreement between the parties hereto:

1. PURCHASER agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by ARTIST at rehearsals therefor, including a suitable theatre, hall or auditorium, well-heated, lighted, and in good order, stage curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in number and quality required by ARTIST and comfortable, lighted dressing rooms; all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by any national or local union(s) to take in, hang, work and take out the entertainment presentation (including scenery, properties and baggage); all lights, tickets, house programs, all licenses (including musical performing rights licenses); special police, ushers, ticket sellers for advance or single sales (wherever sales take place), ticket takers; appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distributing of circulars, display newspaper advertising in the principal newspapers and PURCHASER shall pay all other necessary expense in connection therewith. PURCHASER agrees to pay all amusement taxes. PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services and personnel to be furnished by PURCHASER and by ARTIST. PURCHASER agrees to furnish all necessary material and equipment and to promptly comply with ARTIST's directions to arrange the stage decor and settings for the performances hereunder. In addition to those musicians, if any, to be furnished by either ARTIST or PURCHASER pursuant to any other provision hereof, PURCHASER agrees to furnish at its sole expense such musicians, including musical contractor, as may be required by any national or local union(s) for and in connection with this engagement and rehearsals therefor; ARTIST shall have the right to name the local music contractor and to approve the choice of musicians hired locally. Unless otherwise modified by rider hereto, the following special props and lighting required by ARTIST shall be furnished by PURCHASER at PURCHASER's sole expense:

2. ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST's control.

3. If PURCHASER shall fail to perform any of PURCHASER'S obligations hereunder, or if PURCHASER shall, for any reason, cancel the above mentioned engagement, ARTIST or ARTIST'S agent, may at its option, elect to cancel this agreement upon notice to PURCHASER at any time after such default. If cancellation is so elected ARTIST, at its option, may elect to exercise all remedies then available at law, or retain as liquidated damages those monies then on deposit pursuant to this agreement with ARTIST or ARTIST's agent.

4. ARTIST and PURCHASER have, unless otherwise modified by rider hereto, agreed as to the type, size, use and quality of the public address system to be furnished by PURCHASER pursuant to paragraph 1 of Additional Terms and Conditions. PURCHASER understands and agrees that ARTIST or artist's representative, in his sole discretion, may terminate this agreement without liability of any kind, at any time prior to or during the actual performance of the subject entertainment presentation should said public address system not be the quality or type agreed to or should said public address system be otherwise than in perfect working condition. However, should termination take place hereunder PURCHASER shall be liable and pay to ARTIST the full price agreed to on the reverse side hereof.

5. PURCHASER shall not have the right to broadcast or televise, photograph or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER agrees that no performers other than those to be furnished by ARTIST hereunder will appear on or in connection with the engagement hereunder. PURCHASER shall not have the right to assign this agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that ARTIST shall be liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER's carrying out any of the provisions hereof, or otherwise. The person executing this agreement on PURCHASER's behalf warrants his authority to do so, and such person hereby personally assumes liability for the payment of said price in full.

6. The entertainment presentation to be furnished by ARTIST hereunder shall receive billing in such order, form, size and prominence as directed by ARTIST in all advertising and publicity issued by or under the control of the PURCHASER.

7. PURCHASER agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of ARTIST. Free admission, if any, (except to local press) shall be subject to ARTIST's prior written approval. In the event that payment to ARTIST shall be based in whole or in part on receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted to and approved by ARTIST in writing before tickets are ordered or placed on sale; (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts, of each such performance within two hours following such performance; and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office records of PURCHASER relating to gross receipts of this engagement only. In the further event that payment to ARTIST provides for expenses of the subject engagement to be borne, in whole or in part, by ARTIST, then PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses or they shall not be included as an expense of the subject engagement.

8. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. In the event that PURCHASER does not perform fully all of its obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to ARTIST for damages in addition to the compensation provided herein.

9. THIS CONSTITUTES THE SOLE, COMPLETE AND BINDING AGREEMENT BETWEEN THE PARTIES HERETO. AMERICAN TALENT INTERNATIONAL, LTD. ACTS ONLY AS AGENT AND ARTIST'S MANAGER FOR ARTIST AND ASSUMES NO LIABILITY HEREUNDER.

10. ARTIST shall have the sole and exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at, the performance(s) hereunder and the receipts thereof shall belong exclusively to ARTIST.

11. This Agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. This Agreement shall be construed in accordance with the laws of the State of New York. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

12. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in New York, New York in accordance with the rules and regulations then obtaining of the American Arbitration Association governing three-member panels. The parties hereto agree to be bound by the award in such arbitration and judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

ABC

PERSONAL APPEARANCE RIDER

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ABC, INC.

PERSONAL APPEARANCE RIDER

71578 / AW

Rider to Contract, dated 11/11/82, by and between
ABC INC. ("Company") for the services of ABC ("Artist"), and
John Mc Clellan ("Promoter").

1. Billing.

1.1 ABC will receive one hundred percent (100%) top line, sole headline billing in all manner and forms of advertising and publicity, including but not limited to radio and television advertising, newspapers, trade ads, fliers, posters, displays, and the marquee at the place of performance. No other performer will receive credit or billing in the same advertising or publicity without the prior written approval of Lookout Management. When playing with other performers, no other performer's name shall appear in larger type than Artist's name, or above or on the same line as Artist's name.

1.2 No other act may appear on this engagement without the prior written approval of Lookout Management.

1.3 Prior to Promoter's receipt of signed copies of the Contract from Company, Promoter shall not issue or place any advertising without the consent of Lookout Management. If, Promoter places or issues any advertising before the receipt of signed copies of the Contract from Company, then, at Company's election, (a) Promoter shall nonetheless be deemed to have entered into the Contract and to have consented to be bound by all terms and conditions of the Contract and this Rider, or (b) Company shall have the right to cancel the engagement, without liability of any kind to Promoter, by notifying Promoter in writing and returning any deposit received from Promoter.

1.4 Promoter shall not make any commitments for personal interviews, personal appearances, or any other type of promotional activity for Artist in connection with this engagement without the prior written approval of Lookout Management. Lookout Management shall have final approval of all advertising, in any form whatsoever, used in connection with this engagement. Promoter shall use artwork and/or photographs provided to Promoter by Artist's representatives in all print advertising and other visual promotional material in connection with this engagement.

1.5 All music to be played in the concert hall before the start of the show and between acts shall be furnished

or approved by Lookout Management. No music recorded by anyone other than Artist shall be used for any advertisement or commercial for the show without the written consent of Lookout Management.

1.6 Promoter represents and warrants that he will not place any advertising through any advertising agency that collects any commission on advertising buys.

1.7 The name and likeness of Artist shall not be used or associated, directly or indirectly, with any product (whether sold at the venue or otherwise) or service without Lookout Management's prior written consent. Without Lookout Management's prior written approval, Promoter shall neither represent, nor permit any third party to represent, that the engagement (or Artist's performances) is promoted, sponsored, co-promoted or co-sponsored by any product or service, or by any person or entity manufacturing, distributing, selling or otherwise dealing in or associated with any product or service (including but not limited to any newspaper, magazine, radio or television station, or any other entertainment medium). If Promoter desires to have a radio and/or television station promote, co-promote, sponsor, or co-sponsor the engagement and/or Artist's performances, Promoter shall advise Lookout Management of such fact and the identity of the station, and shall obtain Lookout Management's written approval.

1.8 For publicity photos, biographies, etc., concerning Artist, Promoter may contact Sheri Ring Polygram Records (212) 399-7946.

2. Payment of Compensation and Execution of Contract.

2.1 Fifty percent (50%) (unless otherwise specified on face of the Contract) of the total compensation shown on the face of the Contract shall be due simultaneously with the signing of the Contract as a deposit. Such deposit is to insure Promoter's performance of the Contract, and shall be in the form of a certified or cashier's check made payable to William Morris Agency. The balance of payment from the guarantee or percentage participation shall be made to Company's Tour Manager in cash or certified check upon settling the box office. Settlement of the box office shall take place PRIOR TO ARTIST'S PERFORMANCE on each night of the engagement, in the presence of and under supervision of Company's Tour Manager.

2.2 If copies of the Contract are signed and returned without the applicable deposit in the form of a certified check, acceptable bank draft or cashier's check, Company shall have the right to cancel the engagement without liability of any kind to Promoter.

2.3 The compensation agreed upon is directly determined by the expenses for the engagement. Maximum acceptable expenses are shown on Exhibit "A" attached to the Contract, which Exhibit shall be completed by Promoter. With respect to each item of expenses, Promoter shall include in the net receipts of the performance the difference, if any, between the amount shown on Exhibit "A" and the amount actually spent, so that Company receives its percentage share (as shown on the face of the Contract) of such difference. With respect to any item shown on Exhibit "A", any expenses incurred by Promoter in excess of the amount indicated on Exhibit "A" shall be borne solely by Promoter and shall not be deducted from, or included in the calculation of, any amounts payable to Company hereunder; provided, however, (a) Promoter shall advise Company's Tour Manager immediately if Promoter anticipates incurring expenses for any item in excess of the amount indicated on Exhibit "A", and Promoter shall discuss with Company's Tour Manager the reasons for such excess expenses, and (b) if such excess expenses are attributable to specific requests by Artist's or Company's representatives or to specific requirements of Artist's show which are peculiar to Artist, then Promoter and Company's Tour Manager shall negotiate in good faith an appropriate adjustment when settling the box office.

2.4 At the time of settling the box office, Promoter agrees to provide all bills and receipts evidencing Promoter's expenses. However, if Promoter is unable, for reasons not reasonably within Promoter's control, to provide all such bills and receipts at such time, Promoter shall furnish to Company's Tour Manager, within ten (10) days after the date of Artist's performance, copies of all bills not presented when settling the box office.

2.5 Unless Promoter advises Lookout Management promptly after submission of the Contract to Promoter of any and all income or similar taxes which may be required to be withheld from monies earned by Company from this engagement, any such tax shall be paid and borne solely by Promoter.

3. Accounting for Tickets.

With respect to performances where Company is being paid based upon a percentage of gross or net receipts, the following provisions shall apply in addition to all other provisions:

3.1 Promoter shall furnish to Lookout Management, 9120 Sunset Boulevard, Los Angeles, California 90069, no later than twenty-one (21) days before the date of the first performance, a plot plan and a ticket manifest setting forth the

number of tickets to be sold in each price category. All tickets shall be sold at the prices stated. All prices for tickets and the scaling of the house shall be approved by Lookout Management. Promoter warrants that tickets for the engagement will be scaled as set forth on the face of the Contract except as otherwise required or approved by Lookout Management. A printer's manifest of the house (notarized signed statement from the printer of tickets listing amount of tickets printed at each price) shall be furnished at the time of settling the box office.

3.2 Promoter shall have all unsold tickets on hand at the place of performance on the night of the show, for counting and verification by Company's Tour Manager. Company shall be compensated for the number of tickets printed, as shown on the printer's manifest, less only the number of unsold tickets verified by Company's Tour Manager (including but not limited to complimentary tickets, as provided in paragraph 4.7 hereof, and those tickets not sold because of sound, lights and other specific technical requirements, and because of obstructed views).

3.3 All percentage payments provided for in the Contract shall be paid to Company's Tour Manager upon settling the box office on the evening of each performance, and shall be accompanied by a certified, signed written statement from the Promoter.

3.4 Promoter agrees to give Company's Tour Manager and Security Manager, and to Artist's Personal Managers, the right to enter the box office at any time prior to, during, and after each performance, and to examine and make extracts from the box office records of Promoter relating to the gross receipts of this engagement. A written box office statement, certified and signed by Promoter, shall be furnished to Company's Tour Manager upon settling the box office.

3.5 All ticket stubs and unsold tickets shall be retained by the Promoter for a period of ninety (90) days after the date of performance, during which time a representative of Company shall have the right to count and examine same and to inspect the books and records of Promoter with respect to percentage payments.

3.6 Promoter shall be deemed fully responsible for any and all counterfeit tickets and under no circumstance shall Company absorb any loss as a result of such tickets.

3.7 No admission tax shall be deducted from the gross box office receipts before computing percentages due unless the amount of tax is stated on the face of the Contract.

3.8 The gross potential described herein shall be deemed binding on Promoter, and if overestimated, Company shall be paid, in addition to all other compensation hereunder, Company's percentage share (as shown on the face of the Contract) of the difference between (a) such exaggerated gross potential (as reduced by the number of complimentary tickets, as provided in paragraph 4.7 hereof, and the number of tickets not sold because of sound, lights and other specific technical requirements, and because of obstructed views), and (b) the actual gross potential.

3.9 If Promoter violates any of the provisions of paragraphs 3.1 through 3.8, or of paragraphs 4.1 through 4.8, Promoter shall be deemed to have sold a ticket for each seat in the house at the highest price for any ticket.

4. Ticket Restrictions.

4.1 All tickets shall be printed by a bonded ticket house (for example: Globe Tickets, Arcus-Simplex) or, if the performance is at a college or university, the official printing department of the institution.

4.2 All seats are to be sold on a reserved basis only, unless otherwise agreed in writing by Lookout Management. There shall be chairs on the floor of all indoor engagements. "Festival Seating" is not permissible.

4.3 Promoter shall not sell tickets to Artist's performances hereunder as part of a series of other concerts without the prior written consent of Lookout Management. All tickets printed under the manifest shall be of one stub, one price variety. There shall be no multiple price tickets printed. Examples of tickets prohibited under this Rider are:

One price for students and different price for general admission on the same ticket, or:

One price for tickets bought in advance and a different price for tickets bought at the gate on the same ticket.

4.4 Promoter shall not sell any standing room tickets without the prior written approval of Lookout Management. If Promoter sells any such standing room tickets, Promoter shall pay all gross receipts derived therefrom to Company as additional compensation hereunder, which sum shall be paid in cash, or by cashier's or certified check, upon settling the box office.

4.5 No tickets shall be sold for seats located to the side or rear of the stage if curtains or equipment on the stage obstruct normal, eye-level viewing of Artist's performance (a) unless Lookout Management agrees in writing, and (b) unless the fact of such obstruction is clearly indicated on the ticket with the words "impaired vision" or "behind stage", and (c) until all seats in front of the stage are sold. If Promoter fails to comply fully with the provisions of this paragraph 4.5, and if customers return any tickets with obstructed views, Promoter shall be deemed to have sold such tickets at the highest price for any ticket.

4.6 Promoter agrees not to discount tickets or to offer tickets as a premium without first obtaining permission in writing from Lookout Management. If Promoter does sell or distribute, without Lookout Management's prior written approval, (a) discount tickets, (b) complimentary tickets in excess of the number specified in paragraph 4.7 hereof, or (c) tickets in excess of the number indicated on the manifest, or in excess of the prices shown on the face of the Contract, Promoter shall be liable for and shall account to Company for the full ticket price of each such ticket sold or distributed. Any such excess shall not be considered part of the gross or net receipts of the performance and shall be paid entirely to Company.

4.7 Promoter shall be entitled to, and shall not distribute more than, twenty-five (25) complimentary tickets for each performance. Each complimentary ticket shall be issued only as a cancelled ticket that cannot be re-sold. From Promoter's allotment of twenty-five (25) tickets, Promoter agrees to supply proper radio, television and newspaper personnel with complimentary tickets. In addition, Promoter shall provide Company with forty (40) complimentary tickets per performance, the unused portion of which shall be placed on sale upon instructions from Lookout Management. Requests by Promoter for additional complimentary tickets shall be made in writing to Lookout Management prior to the date of the engagement. Prior to placing tickets on sale, Promoter shall advise Lookout Management of the number, if any, of complimentary tickets Promoter is contractually required to furnish to the owner/management of the venue. At the time of settling the box office, Promoter shall furnish Company's Tour Manager with (a) satisfactory written evidence of the contractual requirement to furnish the owner/management of the venue with complimentary tickets, and (b) a receipt signed by the manager of the venue evidencing his receipt of the required number of complimentary tickets. Any complimentary tickets, record company buys, or "industry" tickets shall NOT be in the first twenty (20) rows; tickets in the first twenty (20) rows shall be sold to the fans who stand in line when tickets go on sale.

4.8 When there are Press Box facilities, they shall be made available for exclusive use of Company, for seating press, record company and guests. Promoter shall advise Company's Tour Manager if Press Box facilities are available. Control of such facilities shall be under the sole authority of Company's Tour Manager, and Promoter shall not issue any passes, complimentary or otherwise.

5. General Requirements.

5.1 A representative of Promoter, duly authorized to make decisions on behalf of Promoter, shall be on hand at all times beginning with the earliest call (as shown on the Call Sheet attached to the Technical Rider as Schedule "A") and remaining until the last truck is loaded after the performance.

5.2 Promoter shall provide, at Promoter's sole cost and expense, all licenses, permits, authorizations and certificates required from each governmental authority, board, agency, guild or association properly having jurisdiction over any element of the engagement. Any taxes imposed by any governmental authority with respect to the use or occupancy of the venue or the sale of tickets shall be paid by Promoter.

5.3 A production assistant (runner) shall be provided by Promoter. Such person shall be available at the earliest stage call and is to be responsible to Company's Production Manager. The production assistant shall have a valid local driver's license, a vehicle in good working order, and a working knowledge of the business area in which the venue is located. He is to be on call throughout the whole day, including the load-out. This person will not be a working member of the stage crew or the production rep. of the promoters.

5.4 In regard to setting up all equipment, Artist shall have preference over any artist or act as to location of equipment on, near, or above the stage. This equipment shall not be moved or used by anyone other than Artist or his representatives without the approval of Company's Production Manager.

5.5 IMPORTANT: Prior to returning the Contract to Artist, Promoter shall inform Lookout Management of any mandatory union breaks, curfews, fire regulations, minimum and maximum light level requirements, maximum sound level limits, requirements relating to the presence of uniformed police within the concert hall, and any other unique regulations or peculiarities.

6. Security Requirements.

6.1 Promoter shall provide an adequate security staff to insure the safety of Artist and Artist's and Company's personnel, equipment, instruments, personal property and vehicles from the time of arrival at the venue until final departure. Security protection shall commence upon arrival of Artist's equipment at the venue and shall continue until all of Artist's equipment has been removed from the venue. Company's Tour Manager and Production Manager shall have complete and exclusive supervision and control over access to the stage, backstage, parking and other restricted areas, as well as of the deployment of security forces in such areas.

6.2 Promoter or his representative shall cause the head usher, head of police, and head of "t-shirt" security, to meet with Company's Tour Manager, Production Manager and Security Manager for a brief security meeting during Artist's sound check.

6.3 [Intentionally Deleted]

6.4 For the load-in, the performance and the load-out, Promoter shall provide the minimum number of unarmed t-shirt security personnel described in paragraph 9 of the Technical Rider attached hereto. No uniformed police shall be allowed in the concert hall unless Lookout Management has been advised, pursuant to paragraph 5.5 hereof, of any requirements relating to the presence of uniformed police. In no event shall uniformed police be allowed in front of the stage.

6.5 [Intentionally Deleted]

6.6 No cameras shall be allowed backstage except with the permission of Company's Tour Manager. No movie cameras or tape recorders shall be permitted ANYWHERE inside the building. Promoter shall not allow the use of flash cameras during any performance of the engagement without the prior written consent of Lookout Management. Promoter shall advise building security of the foregoing restrictions.

6.7 Company's laminated passes are good for total access to all areas. Promoter's representative shall obtain the Guest List from Company's Tour Manager and Production Manager. All tickets and backstage passes shall be picked up at the will-call or box office booth and not at the Backstage Entrance.

6.8 ALL BACKSTAGE PASSES, STAGE ACCESS PASSES, AND GUEST PASSES SHALL BE ISSUED ONLY BY COMPANY'S PRODUCTION MANAGER, AND PROMOTER SHALL NOT ISSUE ANY SUCH PASSES. Promo-

ter shall not request any such passes be issued to, and Promoter understands and agrees that no such passes shall be issued to, any person not involved in the performance or production of the show. A list of names and duties will be given to companies production manager for passes needed.

7. Set Length and Requirements.

7.1 The length of each show shall be determined by Company in Company's sole discretion, provided that Artist shall perform a minimum of sixty (60) minutes per show. Artist may take a scheduled or unscheduled intermission.

7.2 No announcements of any kind shall be made from the stage or through the house P.A. system without the consent of Company's Tour Manager.

7.3 No lights shall be on in the concert hall (including, without limitation, lighted advertising signs of any kind) during Artist's performance, except those lights required by the fire marshall.

8. Sound Check.

On the day of each performance, Artist shall receive a sixty minutes (60) minute sound check at a time in the late afternoon to be designated by Company's Production Manager. No one shall be allowed in the concert hall during sound check other than Artist and the necessary working personnel. The "house" electrician and the stage crew shall be available during Artist's sound check.

If Artist does not receive a full sound check for reasons not caused by Artist or Artist's personnel, or if the doors to the hall are opened during Artist's sound check, Promoter shall be deemed to have materially breached the Contract and Company shall have all remedies set forth in clauses (A) through (E) of paragraph 11.1 hereof.

9. Insurance; Indemnity.

9.1 Promoter shall maintain in full force and effect, at Promoter's sole cost and expense, for a period commencing twenty-four (24) hours prior to the first performance, public liability and property damage insurance, including contractual liability, in companies and in form acceptable

to Lookout Management, with limits per occurrence of not less than Ten Million Dollars (\$10,000,000.00) with respect to death and personal injury, and One Million Dollars (\$1,000,000.00) with respect to damage to property (including but not limited to sound and lighting equipment used by Artist). Promoter shall deposit the policy or policies, c/o Neal Levin, 9595 Wilshire Boulevard, Suite 505, Beverly Hills, California 90212, not less than twenty-one (21) days before the date of the engagement, which policies shall name Company and Artist as additional insured parties. If Promoter does not comply with the provisions of this paragraph 9.1, Company may purchase insurance as described above, in which event Promoter agrees to pay, as additional compensation, the premium for such insurance upon Company's demand; provided, however, if Company is unable, after using Company's best efforts, to purchase such insurance, Company may terminate the Contract under, and with all the rights set forth in, paragraph 11.1 hereof.

9.2 Promoter shall indemnify Company and Artist (and each member thereof) and hold Company, Artist, and Company's and Artist's officers, directors, shareholders, employees, agents, representatives (including, without limitation, Lookout Management), and attorneys harmless from and against any and all claims, demands, actions, damages, liability, costs and expenses (including attorneys' and other professional fees) arising out of or in connection with any bodily injury, death, or loss of or damage to property which occurs in connection with any performance rendered or to be rendered by Artist during this engagement unless same is caused by the tortious conduct of Artist or any employee or agent of Company or Artist.

10. Additional Warranties of Promoter.

Promoter represents and warrants that: (a) he has the right to enter into and fully perform the Contract; (b) he is at the present time, or will be, the owner or operator of, or has or will have a valid lease (executed in his own name) upon, the place of performance on the dates and at the times set forth in the Contract, proof of which shall be given to Company upon request; (c) the person executing the Contract and this Rider on Promoter's behalf has the authority to do so; and (d) no provision contained in any concert hall lease, which is inconsistent with any provision of the Contract or Rider, shall be binding upon Company unless Promoter advises Lookout Management thereof promptly after execution hereof and Lookout Management consents in writing thereto.

11. Breach by Promoter.

11.1 (a) If Promoter fails or refuses to comply with any of the material provisions contained in the Contract, this

Rider or in the Technical Rider, including but not limited to failing or refusing (i) to proceed with the presentation of the engagement which is the subject of the Contract, (ii) to make any of the payments as and when required hereunder, (iii) to furnish the type, size and quality of technical equipment required by Artist; or (b) if, at any time prior to or during the actual performance of Artist, such technical equipment is otherwise than in perfect working condition; or (c) if any performance of Artist is rendered impossible or infeasible by any cause within Promoter's control or which Promoter, by the exercise of reasonable diligence, could have avoided; then in any of such events, (A) Company, or Company's or Artist's representative, in Company's sole discretion, may thereupon terminate the Contract without liability of any kind to Promoter, (B) neither Company nor Artist shall have any further obligation to perform the Contract, (C) Company shall retain all amounts theretofore paid to Company by Promoter, (D) Promoter shall remain liable to Company for any additional compensation herein provided, and (E) Company and Artist shall also be entitled to exercise all remedies then available to Company and Artist at law or in equity.

11.2 If, on or before the date of any scheduled performance hereunder, the financial standing or credit of Promoter has been impaired or is unsatisfactory, Company shall have the right to demand payment forthwith of the guaranteed compensation specified in the Contract and, if Promoter fails or refuses to make such payment forthwith, Company shall then have the right to cancel the Contract without liability of any kind to Promoter. In the event of such cancellation, neither Company nor Artist shall have any further obligation to Promoter hereunder, Company shall retain any monies theretofore paid to Company by Promoter, and Company and Artist shall be entitled to pursue any and all remedies available to Company and Artist at law or in equity.

12. Force Majeure.

12.1 Company's and Artist's obligation to perform hereunder shall be excused, and neither Company nor Promoter shall have any claim for damages with respect to the affected performances, if Artist's performance is rendered impossible or infeasible as the result of (a) illness, death or injury to any member of Artist; (b) accident; (c) fire; (d) riot or other manifestation of civil disorder; (e) strike, lockout, or other forms of labor difficulties; (f) an act, or order, rule or regulation, of any public authority or court; (g) act of God; (h) absence of power or other essential services; (i) failure of technical facilities; (j) failure or delay of transportation not within Company's or Artist's reasonable control; and/or (k)

any similar or dissimilar cause beyond Company's and Artist's reasonable control. In the event of any riot or other manifestation of civil disorder in, around or near the venue, which in Artist's reasonable, good faith judgment, might result in personal injury to, or damage to any property of, Company, Artist, or any of Company's or Artist's employees or representatives, Company shall have the rights set forth in clauses (A) through (E) of paragraph 11.1 hereof. Provided that Artist is ready, willing and able to perform pursuant to the terms hereof, payment of any guaranteed compensation hereunder shall be made to Company notwithstanding that inclement weather may render a performance impossible or infeasible.

12.2 If any performance of the engagement hereunder cannot be performed due to an act by any government authority or any court, then Company shall have the right, in addition to any other rights or remedies available to Company, to retain the sums theretofore paid to Company by Promoter pursuant to the provisions of the Contract.

13. Cancellation.

Company reserves the right to cancel this engagement, without liability of any kind to Promoter, by giving Promoter written notice thereof not later than forty-two (42) days prior to the date of first performance unless, prior to the giving of such notice, Promoter has placed tickets for the engagement on sale pursuant to authorization from Lookout Management.

14. Recording of Performance.

14.1 Company and Artist expressly reserve all rights with respect to the photographing, broadcast, recording or reproduction by any sight and/or sound devices of any performance rendered during this engagement. Promoter shall not, and shall not permit any person or entity to, photograph, record, broadcast, film or tape, in any manner whatsoever for any media whatsoever, any performance (or portion thereof) during this engagement without the express prior written consent of Lookout Management. If Promoter, or Promoter's agents, employees, independent contractors or other representatives, reproduce or directly or indirectly cause to be reproduced all or any portion of Artist's performance, then, in addition to all other rights and remedies which Company and/or Artist may have: (a) Artist shall have the absolute right to enjoin any such reproduction by commencing appropriate legal and/or equitable proceedings against Promoter; and (b) Promoter shall pay Artist the costs of such proceedings, including reasonable attorneys' fees; and (c) Promoter shall pay Artist liquidated damages in the sum of Fifty Thousand Dollars (\$50,000.00). If such reproductions are in fact exploited or in any other manner dissemi-

nated, Promoter shall be responsible and shall pay Artist all compensatory damages which Artist is able to prove to a court having competent jurisdiction, together with punitive damages which shall be deemed agreed upon by the parties in the sum of Five Hundred Thousand Dollars (\$500,000.00).

14.2 Artist and his designees shall have the right, without the payment of any consideration to Promoter, to photograph, record, tape, film and/or otherwise reproduce Artist's performances (or any portion thereof), and to use any such photographs, recordings, tape, film and/or reproduction as Artist sees fit. Promoter shall have absolutely no interest or rights of any kind whatsoever in or to any such recordings, photographs, tape, film or other reproduction of any performance rendered by Artist during this engagement. Artist shall also have the right, without the payment of any consideration, to use the name and likeness of Promoter and the venue in connection with the exploitation (including advertising and promotion) of any such photograph, recording, film, tape, or other reproduction referred to in this paragraph.

15. Merchandising.

15.1 Promoter agrees that Artist's designees shall have the sole and exclusive right to sell souvenir booklets, phonograph recordings, t-shirts, wearing apparel, posters, stickers, programs, and other items of merchandise bearing Artist's name and/or likeness, prior to, during, and after each performance. Promoter represents, warrants and agrees that he shall not be entitled to and shall not receive, directly or indirectly, any portion of the monies generated by the sale of such merchandise. Promoter shall provide adequate space for Artist's designees to vend such materials, and Promoter agrees that Artist's designees shall have access to any hall facilities and any and all areas adjacent to the venue as they may require. Promoter further agrees to use its best efforts to prevent and to stop the sale or distribution of any merchandise at the engagement (whether inside or outside the building in which Artist performs) by any person other than Artist's designees, it being understood and agreed that no one other than Artist's designees shall have the right to sell or distribute such materials at the engagement without the express written permission of Lookout Management. Upon request by Lookout Management, Promoter shall deliver to Lookout Management a letter of agreement between Promoter and the building management and/or concessionaire for the place of performance hereunder pursuant to which said building management and/or concessionaire agrees to the restrictions set forth in this paragraph 15.1 upon the sale of merchandise and the exclusive right of Artist's designees to sell such merchandise.

16. Final Approval.

Company shall have the exclusive control, creative and otherwise, in all respects and in all details, over Artist's performances and the means and methods employed in fulfilling Company's obligations hereunder, and Promoter agrees to fully and promptly comply with all of the written and oral directions of Company's and Artist's representatives in connection therewith. Company shall have final approval over all material matters relating to the concert. Artist shall have the exclusive right, in Artist's absolute discretion, to designate and change the members of Artist's band.

17. Transportation.

17.1 Promoter shall contact Lookout Management to ascertain whether or not artist will be arriving and/or departing by air transportation in the city where this engagement is to be performed. If Promoter is advised that Artist will be arriving and/or departing by air transportation, then Promoter shall provide (1) bus to seat thirty (30) people, and provide suitable luggage space, for transportation of Artist and accompanying personnel. A total of (30) people and their baggage from (i) the airport to hotel upon arrival (if Artist is arriving by air), and/or (ii) the hotel to airport upon departure (if Artist is departing by air).

17.2 Promoter shall provide one (1) bus suitable, for transportation of Artist and accompanying personnel from (a) the hotel to the venue for each sound check, (b) the venue to hotel after each sound check, (c) the hotel to the venue for each performance, and (d) the venue to the hotel after each performance.

17.3 Promoter shall provide at least four (4) parking spaces for the limousines for Artist and Company's personnel; such spaces shall be located as close to Artist's dressing rooms as possible.

17.4 Promoter shall provide adequate parking as close to Artist's load-in entrance as possible for (1) 45' tractor-trailer (1) crew bus, (1) Band bus, and two (2) vans. Space shall be adequate to unload and load the tractor-trailers and van.

18. Dressing Rooms and Facilities.

18.1 Promoter shall provide three large, private dressing rooms for Artist, one of which will become the hospitality room per production manager instructions. Each dressing room shall be equipped with (a) a full length mirror; (b) a sink with hot and cold running water; (c) private toilet facilities; (d) hand soap; (e) three (3) large ashtrays and many small ashtrays; (f) two (2) 20 amp circuits with several electrical outlets and two (2) fifteen foot (15') extension cords. In addition, at the time of Artist's sound check, Promoter shall provide Company's Production Manager with thirty (30) clean, terry-cloth towels (bath size) of the darkest available color (not white). One (1) of the dressing rooms shall be furnished with comfortable furniture including one (1) coffee table and enough chairs or sofas for ten (10) people to be comfortably seated. The dressing rooms shall be supplied with food and drinks as specified in Schedule "B" of the Technical Rider. Promoter shall station a security man at the door to each of these rooms at 4:30 p.m. on the day of each performance. Security shall be maintained prior to and throughout the performance and until Artist's equipment has been removed from the building following the performance. Each of these dressing rooms must be capable of being locked securely, and keys shall be provided to Company's Production Manager. If a deposit is required for keys, Promoter shall make such deposit at no cost to Company or Artist. Designation of rooms will be made by Company's Production Manager prior to the show. If no heat is in dressing room, two (2) space heaters must be provided.

18.2 Promoter shall also provide two (2) separate dressing rooms, one (1) for Company's crew and another for the union crew. These dressing rooms should also be capable of being locked securely and keys given to Company's Production Manager.

18.3 Promoter shall provide shower facilities at the venue for Company's twenty (20) man crew, which shall include ten (10) bath-size bars of soap and thirty (30) bath-size terry cloth towels. The facilities are to be available from load-in through one-half hour beyond the end of load out. Promoter shall be responsible for assuring that the shower facilities have both hot and cold water available from beginning of load-in to load-out. Promoter shall make the necessary arrangements with the building engineers to accomplish the foregoing.

18.4 If Artist's Production Manager deems it necessary, Promoter shall cause the venue's air conditioning system to be turned on after load-in and doors have closed. Promoter shall be responsible for contacting the building engineers to accomplish the foregoing.

19. Miscellaneous.

The Contract, together with this Rider and Technical Rider attached hereto, (a) cannot be assigned or transferred without the written consent of Company, (b) contains the complete understanding of the parties, (c) cannot be amended, supplemented or varied except by an instrument in writing signed by both of the parties, and (d) shall be governed by and construed under the laws of the State of California applicable to agreements entered into and wholly performed in said State. Without limiting the generality of clause (c) of this paragraph, ANY DELETION FROM, MODIFICATION OF, OR ADDITION TO THE CONTRACT OR THIS RIDER BY PROMOTER SHALL NOT BE BINDING UPON COMPANY OR ARTIST UNLESS COMPANY SPECIFICALLY AGREES THERETO IN WRITING.

20. Technical Rider.

The attached ABC, INC. TECHNICAL RIDER is hereby made a part of this Rider as if fully set forth herein.

"Promoter"

"Company"

ABC, INC.,
a California corporation

SIGN HERE



By _____

By _____

TECHNICAL RIDER

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Schedule A

Schedule B

Exhibit A

ABC , INC.

TECHNICAL RIDER

1. Stage.

Please refer to Diagram "A" attached hereto. Promoter shall provide a sturdy and acceptable stage of one level, wide, 0' deep, and 6' high. Subject to the requirements of the fire marshall, the front edge of the stage must not be more than 5' from the front row of audience seating. The stage must be solidly constructed and able to bear heavy loads (no less than 200 pounds per square foot). The stage surface must be flat and free from obstructions, with no gaps, grooves, crevices, rises, valleys, soft spots, etc. Artist will not work on an unsuitable stage. If Promoter is not confident the stage is suitable, please advise Company's Production Manager. The stage must be available for use at 9:00 a.m. on the day of the first performance. A representative of the staging company must be on hand until the stage is in place and secure.

The stage must have a safety rail along the back side (upstage) which extends approximately 10' downstage on both sides. There must be two (2) sets of access stairs, one set upstage left and one set upstage right. These stairways must be safe and there must be adequate lighting for each such stairway.

All work in preparation for the show is to start at 10:00 a.m. on the day of the first performance. Therefore the stage and sound wings must be ready, barriers and console platforms must be on location, but out of the way until they are ready to be used.

2. Sound Wings; Mixing Platform.

Promoter shall provide two (2) sound wings, 4' x 8' x 6' high (i.e., exactly the same height as the stage floor). See Diagram "A". In addition, a mixing platform, 12' x 8' x 4' high shall be provided stage left behind the sound wing.

3. Sound and Lighting Consoles.

Promoter shall provide:

(a) The sound console location, 12' wide x 8' deep, on the floor. This location should be in the audience area, center stage, approximately 120' from the front of the stage [i.e., approximately two-thirds (2/3) of the way back in the audience area].

(b) A lighting console platform; 8' X 3' X 18" high. Before tickets are placed on sale, Promoter shall consult with Company's Production Manager regarding the location of the lighting console. If the distance from the stage is not too great, in the judgment of Company's Production Manager, the lighting console shall be located behind the last row of seats in the floor section. Otherwise, the lighting console shall be located immediately behind the sound console.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, if the venue contains fixed, proscenium seating, the sound and lighting consoles will generally be located together in the audience area. Promoter shall consult with Artist's Production Manager regarding the location of such consoles, and Promoter shall reserve approximately thirty (30) seats in the audience area for such consoles.

Rubber matting must be provided by Promoter to cover the control cables from the sound and lighting consoles in the audience area to the stage.

5. Clearance and Rigging.

There must be an overhead clearance of 28' over the height of the stage.

6. Power.

Promoter shall provide the following power requirements:

Lighting: one service, 300 amps/leg (400 amps is acceptable), three phase, 5 wire;
Sound: one service, 200 amps/leg, three phase, 5 wire

These three (3) services must be from three (3) separate sources, and each source must be within 100' of the stage. Each service must be an AC service, 60 cycles/second, and have a voltage of 120/208 volts. There must be no voltage between neutral and ground.

Use of each of these services must be limited to Company's use only so that no additional load is placed on any of the services. Company's Head Electrician shall have sole and exclusive control of these services. No one shall turn off power from any service without first consulting Company's Head Electrician; if anyone does so, Promoter shall be liable for any and all damages as a result thereof.

7. Generator.

Promoter shall advise Company's Production Manager immediately if a generator will be required. If a generator is necessary, it must provide sufficient power to meet the above power specifications (e.g., KVA 30). An operator must be on location from 10:00 a.m. on the day of each performance until power can be shut down after the show. There must be enough feed cable provided to end up within 100' of stage right. The feed cable must be large enough so that there is minimal loss in voltage. There must be enough fuel provided for constant running from 10:00 a.m. until after the show. The generator must be approved in advance by Company's Production Manager.

8. Lights.

Promoter shall provide four (4) Super Trouper arc follow spots, with two (2) trained, professional operators. Each lamp must be equipped with five (5) color booms (gel holders) in addition to a perfect working iris shutter. Each lamp shall be in perfect working order, and shall be equipped with sufficient carbon trims to run for a show of at least two (2) hours. Promoter shall also furnish sufficient spare parts for minor repairs.

9. Security.

Promoter shall provide the following minimum number of unarmed, t-shirt security personnel:

Load-in: A minimum of 3 men (including security chief), all of whom must be on duty at 10:00 a.m., and shall remain until the concert hall is completely cleared of all audience members, regardless of how long that may take.

- 1 at truck entrance
- 1 at backstage
- 1 roaming and relieving others

Afternoon: A minimum of 2 men, all of whom must be on duty at the times indicated below and shall remain until Artist has departed the venue after the performance and all of Artist's equipment has been removed from the venue.

- 1 at Artist's first dressing room at 4:30 p.m.
- 1 at Artist's second dressing room at 4:30 p.m.

Doors open and performance: A minimum of 12 men, all of whom shall be on duty starting one-half (1/2) hour before the doors are opened, and shall remain through the performance and until the concert hall is completely cleared of all audience members, regardless of how long that may take.

- 3 sitting offstage left
- 3 sitting offstage right
- 2 at limousine entrance (top of ramp)
- 2 roaming backstage area and halls and securing backstage door
- 2 at the sound and lighting consoles

Performance end and band departure: A minimum of 4 men, all of whom shall be on duty for a period to be advised by Company's Production Manager at the security meeting.

- 4 on route out of venue and into limousines

Overnight: In the event of back-to-back shows at the same venue on consecutive nights, at least two (2) bonded security men shall be on duty guarding all of Artist's equipment on stage, as well as the sound and lighting consoles, from the band departure after the show until crew arrival on the following day.

Load-out: A minimum of four (4) men, all of whom shall be on duty for a period to be advised by Company's Production Manager at the security meeting.

- 1 at truck entrance
- 1 at loading area
- 1 at front of stage
- 1 roaming and relieving others

10. Timetable.

See Call Sheet attached hereto as Schedule "A".

11. Catering Requirements.

Promoter shall furnish, at Promoter's sole cost and expense, food and drink for Artist, the stage crew and Company's personnel, in the quantities and at the times and places set forth in Schedule "B" attached hereto and by this reference made a part hereof.

12. Key Personnel.

12.1 If Promoter has any questions or problems concerning compliance with the provisions of this Technical Rider, Promoter should promptly contact one of the following persons at (213) 278-0881:

Artist's Personal Manager: Lookout Management (Bill Gerber)
Tour Manager: ANDY CORRIGAN
Production Manager: BILL LEABODY; JEFF MASON

12.2 The following names are provided for Promoter's information only; Promoter should not contact any of the following persons directly. All communications should be directed to the persons names in paragraph 12.1 above.

Lighting Director: PHILIP ROBINSON
Sound Engineer: MICHAEL WILLIAMS
Security Manager: BILL LEABODY

13. Where necessary purchaser must provide a suitable lighting system for use by Artist. The system must have at least (2) two trusses 40 feet long. On each truss there will be a minimum of 40 par/64 lamps, with lamp configuration, patching, circuiting and gel to be advised. All lifts and equipment must be of superior quality.
14. Where necessary purchaser must provide a suitable sound system. The system must be able to provide good, clean, loud sound. The console must be a 30 channel console, with at least 8 sub masters. Please advise Artist's Production Manager on make and model of console.
15. Purchaser agrees to provide an act curtain, if one is not already in the venue. Ideally this is a travler system, but an 'Austrian' is acceptable. This must be at least 36' long.

TECHNICAL RIDER

SCHEDULE "A"

CALL SHEET

Load in: 11:00 a.m. Sound Check: 5:00 p.m. Doors open: 7:00p.m.

Est. Out: 2:00 a.m.

Stage Size: 36' wide x 20' deep x 6' high

Sound Wings: 8' wide 8' deep x 6' high

Onstage Monitor Mixing Location: Stage left behind sound wing

Dimms.: 12' x 8' x 4' high

House Sound lighting Control Board
Location:

2/3 of the way back, in
the center
in fix situation. Locate
center just out from under
balcony.

Dimms.: 12' x 8' x floor level

POWER REQUIREMENTS:

Lighting Main Power Service: 300 amps per leg, 3 phase, 5 wire

Sound Main Power Service: 200 amps per leg, 3 phase, 5 wire

Stage Hands: 10 Call: 11:00 a.m. Show Call:

Truck Loaders: 4 Call: 11:00 AM Spot Operators: 2 call: 7:30 p.m.

Electrician: 1 Call: 11:00 AM HS. Light Oprtr: 1 Call: 7:30 p.m.

Deck Hands: 4 Call: 7:30 p.m.

Electrician: 1 Call: 7:30 p.m.

(or one half hour
before show time)

EXHIBIT "A"

ABC, INC.

VENUE: _____

SEATS: _____

DATE: _____

TICKET SCALE: # _____ @ \$ _____ = \$ _____

_____ @ \$ _____ = \$ _____

_____ @ \$ _____ = \$ _____

POTENTIAL GROSS: \$ _____

TAXES OR OTHER DEDUCTIONS: \$ _____

ADJUSTED GROSS: \$ _____

COMPENSATION: \$ _____ against _____ % of Net Receipts

EXPENSES:

ADVERTISING: \$ _____

ASCAP/BMI: \$ _____

BOX OFFICE FEE: \$ _____

BOX OFFICE PERSONNEL: \$ _____

CATERING: \$ _____

CLEAN UP: \$ _____

ABC INSURANCE: \$ _____

ELECTRICIAN: \$ _____

FIREMEN: \$ _____

FORKLIFT: \$ _____

FURNITURE: \$ _____

LIMOUSINES: \$ _____

MEDICAL:	\$ _____
ORGAN RENTAL:	\$ _____
P.A. AND LIGHTS:	\$ _____
PASSES:	\$ _____
PENSION BENEFITS:	\$ _____
PERMITS:	\$ _____
PIANO RENTAL:	\$ _____
PROMOTER INSURANCE:	\$ _____
RENT:	\$ _____
SECURITY:	\$ _____
SPOTLIGHTS:	\$ _____
STAGE:	\$ _____
STAGE CREW:	\$ _____
SUPPORT TALENT:	\$ _____
T-SHIRT SECURITY:	\$ _____
TEAMSTERS:	\$ _____
TICKET COMMISSIONS:	\$ _____
TICKET PRINTING:	\$ _____
TIPS/RUNNERS:	\$ _____
USHERS, TICKET TAKERS, DOORMEN:	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL EXPENSES:	\$ _____

DOOR SHEET

DATE _____ NIGHT _____ PREPARED BY _____
 COVER _____ CASHIER _____ DOORMEN _____
 SPECIAL/BAND _____
 ENDING # 09534 REFUNDS _____
 BEG # 69525 MISTAKES _____
 DIFF 1 DISCOUNT ADM _____

TOTAL 25 END _____
50 BEG _____
 LESS MISTAKES 75 DIF _____
100 X _____
 TOTAL CUST _____ \$ _____
 DISCOUNT PD _____
 NON-PAID _____
 TOTAL PAID _____
 @ \$ _____ = _____
 @ \$ _____ = _____

OVERRINGS

TOTAL \$ _____
 DOOR CASH _____
 DOOR TAPE _____
 DOOR READS _____
 REG O/S _____
 TOTAL _____
 EMPLOYEES 11
 GUESTS _____
 MANAGEMENT _____
 STUDENTS _____

BIRTHDAY

OTHER R

GUEST LIST

TOTAL

GUEST LIST

Steve Warren + 1
Jim Brooks
Andy Southworth + 1
Randy Dolmuck + 1
Wm Harnagan + 1
Randy Anderson + 1
John Capeland + 1
Laura Fissinger + 1
Sue Hamre
Peter Suspison +
Jeff Pokonowski

\$3.00 - III 11

7 AT \$300 -

GUEST LIST

Sue - Dave Elancl
Steve - Jeff Pomone
Allen - Don Wolfe
Mrs. Gustafson
Brian Jensen + 1
Boa + 1
Scott Kuhn + 1
Brad R May + 1
John Long + 1
Pat Low + 1
Laurin Palagi + 1
Mary Petty + 1
Brian Segal + 1
Mike Shiplon +

BAND GUEST LIST

DATE 13 Dec 82

NIGHT Mon

BAND: _____

BAND: STAGFEW

BAND: _____

~~Greg (STS) + DE Rice~~~~Jeff E - John Shanderok~~~~Ruke - Joyce Gaffia~~~~Robin - Mary Thompson~~~~Tom Wick + Mary Westerman~~~~Lloyd Jordan + Pam Kirk~~~~Tom McKean + John Medcott~~~~Chris Johnson + Jim Petrowski~~~~Reggie - Ray Foster~~~~Michael Light +~~~~Kathleen Kolve~~~~Pat - Sarah Erickson~~~~Mike Bosley - David Pederson~~~~Ann Wetter + Lynn~~~~Rog Wetter~~

(15)

DOOR SALES

ARTIST ABC

DATE 12-13-82

TICKET PRICE 7.50

TICKET #

NO. SOLD

TOTAL

357-376 ✓
563-600 ✓
1018-1050 ✓
1072-1088 ✓

20
38
33
17

58
91
108

FIRST AVENUE

ARTIST ABCDATE 12-13-82TICKET PRICE 6.50

TICKET #	SOLD	RETURN	\$
001-100 Club	100		6.50-
101-150 M4	50		3.25-
151-200 HL	50 *		325.00
201-300 HL	100		6.50.00
301-309 Club	9		58.50
310-354 HL	47		305.50
357-376		20	8
375-400	24		156.00
401-500	100		6.50.00
501-557	57		370.50
558-561	4	4	26.00
562	1		6.50
563-600		38	8
601-608	8		52.00
609-700	92	92	598.00
701-800	100		6.50.00
801-900	100		6.50.00
901-1000	100		6.50.00
1001-1017	17		110.50
1018-1050		33	8
1051-1071	21		136.50
1072-1088		17	8
1089-1100	12		78.00
TOTAL 1101-1200	100		6.50.00

1092

108

x7.58

\$810.00

7098.00



FIRST AVENUE & 7th St. entry

a Downtown Danceteria

MEDIA LIST FOR ABC DEC 13, 1982

RANDY ANDERSON + 1	CITY PAGES
DAVID AYERS	MN. DAILY
JOHN BREAN + 1	STAR & TRIB
JOHN COPELAND	KFAI RADIO
RENEE CUNNINGHAM + 1	SCHON PROD.
RICHARD ELIOFF	T.C. IMPORTS
LAURA FISSINGER + 1	ST. PAUL DISPATCH
JOHN GOURLEY + 1	SCHON PROD.
SUE HAMRE	CITY PAGES
NANCY HEITZEL + 1	MN. DAILY
JENNIFER HOLT	CITY PAGES
PETER JESPERSON + 1	ORFOLKJOKEPUS
MARTY KELLER + 1 <i>Eric Lindbom</i>	CITY PAGES
ROGER KLEVESHAL	SCHON
P.D. LARSON + 1	CITY PAGES
RANDY LEVI + 1	SCHON
GRADY LINAHAN + 1	NORTHERN LIGHTS
PHIL MADSEN + 1	KBEM RADIO
ANN MATACHECK	PRIORITY ONE PROMOTIONS
SUE MCLEAN + 1 <i>mary faham</i>	PRIORITY ONE PROMOTIONS
DREW MILLER	KFAI RADIO
ROB NORDON + 1	NORTHERN LIGHTS
JEFF POKONOWSKI	HOT LICKS
CHYRLI WEIMAR	PRIORITY ONE
JEANNE WEIMAR	VARIETY ARTISTS
KATHY WORTHINGTON + 1	SCHON

29



WMCN RADIO GIVE AWAY FOR ABC DEC 13, 1982

~~BRIAN BLOOD + 1~~

~~NEAL BOWERMAN + 1~~

~~RICK MOODY + 1~~

~~FRANK MOORE + 1~~

~~MIKE SPOONER + 1~~

(11)

WMCN STAFF

~~MOIRA MUCCIO~~



FIRST AVENUE & 7th St. entry

a Downtown Danceteria

POLYGRAM DISTRIBUTING GUEST LIST FOR ABC DEC. 13, 1982

~~TIM BRAUSEN + 1~~
~~RYAN CAMERON + 1~~
~~JILL CHRISTINE + 1~~
~~MIKE CLARK + 1~~
~~MARK FINE + 1~~
~~JOE POLGER + 1~~
~~BRIAN GARVIN + 1~~
~~TAMARA GORMAN + 1~~
~~sue GRADY + 1~~
~~GAIL GRAY + 2~~
~~JOE HOULE + 1~~
~~TIM HOUSTEN + 1~~
~~LYNN JONES + 1~~
~~ESA KATAMAJAKI + 1~~
~~ROSE KELLAR + 1~~
~~SCOTT KLOHN + 1~~
~~DOUG LEE + 1~~
~~BRAD LEMAY + 1~~
~~JANICE LEONARD + 1~~
~~JOHN LONG + 1~~
~~PAT LOW + 1~~
~~DINISE LUTZ + 2~~
~~DAVE MOSEY + 1~~
~~AMY OCZAK + 1~~
~~KATHY ORLOWICZ + 1~~
~~LORRIN PALAGI + 1~~
~~MARK PETTY + 1~~
~~BEAU SIEGAL + 1~~
~~MIKE STAPEETON + 1~~
~~PETER VELSER + 1~~
~~BILL WADE + 1~~
~~STEVE WARDEN + 1~~
~~LYNN WELLS + 1~~
~~MARK WHEELER + 1~~
~~LARRY WOLF + 1~~

~~KAREN WONG + 1~~

(56)

~~THERESE STOULII + 1~~

~~DAN ROHRICHT + 1~~
~~Steve okel~~

~~MA HABERMANN + 1~~

BAND GUEST LIST

DATE 12-13-82NIGHT MONDAY

BAND:

ABCJon BrooksAndy Gauthier + 1Kathy Kowal + 2Audrey Larman + 2++

BAND:

RED DECADEScott BrowningBandy Dolmuck + 1Wm. Harrigan + 1Chuck Helm + 1Todd Holmes + 1Joan Steinman + 1Marisa Bowe + 1Robert Stearnes + 118in Johnson + 1

DOOR SHEET

DATE 12-13-82

NIGHT Monday

PREPARED BY _____

COVER 6.50/7.50

CASHIER Jan

DOORMEN _____

SPECIAL/BAND ABC / Red Decade

6:50

ENDING # 69525

REFUNDS 111 111 = 84.50

BEG # 68900 69525

MISTAKES 1

DIFF _____

DISCOUNT ADM _____

TOTAL _____

GUEST LIST

LESS MISTAKES _____

TOTAL CUST _____

DISCOUNT PD _____

NON-PAID _____

TOTAL PAID _____

@ \$ _____ = _____

@ \$ _____ = _____

TOTAL \$ _____

DOOR CASH _____

DOOR TAPE _____

DOOR READS _____

REG O/S _____

TOTAL _____

EMPLOYEES 111

GUESTS 15

MANAGEMENT _____

STUDENTS _____

BIRTHDAY 111

B-day slips 7

OTHER _____

GUEST LIST 1

TOTAL 6

tele

(25)	111	END
(50)	111	BEG
(75)	111	DIF
(100)	111	X
(125)	111	\$
(150)	111	

END
BEG
DIF
X
\$

OVERRINGS

GUEST LIST

Barb Mix (Spots) - Tim Kern

Colin - April Harbrough

Chris - Chan & Terrie Poling

Kevin - Bowe

Kevin - Paula Reis

Cathy - Mason

Sw - David Eiland

Steve - Jeff Pomore

Proy - Dawn Johnson +1

Allen - Dan Wolf

Gus Gustafson

John - Ben Ballou +1

Brad - Kathy Mellerson

Alan - Bob +1

15

MAILGRAM SERVICE CENTER
MIDDLETOWN, VA. 22645

Western
Union Mailgram



4-0673658344002 12/10/82 ICS IPMBNGZ CSP MP88
1 6123388388 MGM TDBN MINNEAPOLIS MN 12-10 0810P EST

COMMITTEE INC BBA FIRST AVE
PO BOX 3191 TRAFFIC STATION
MINNEAPOLIS MN 55403

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

6123388388 TDBN MINNEAPOLIS MN 44 12-10 0810P EST
TLX 127551 ATINYK
ANDY WATERS
AMERICAN TALENT INTERNATIONAL LTD
888 7TH AVENUE
NEW YORK NY 10106

IN LIEU OF SIGNED CONTRACT RIDER I AGREE TO TERMS AND CONDITIONS ON
ABC CONTRACT RIDER AS AMENDED BETWEEN FIRST AVENUE (STEVE MCCLELLAN)
AND ROAD CREW FOR ABC THIS APPLIES TO THE ABC ENGAGEMENT AT FIRST
AVENUE IN MINNEAPOLIS ON MONDAY DECEMBER 13TH 1982
STEVE MCCLELLAN FIRST AVENUE/7TH STREET ENTRY 29 NORTH 7TH STREET
PO BOX 3191 TRAFFIC STATION MINNEAPOLIS MN 55403

20110 EST

MGMCOMP