

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

Docket No.

09-2508

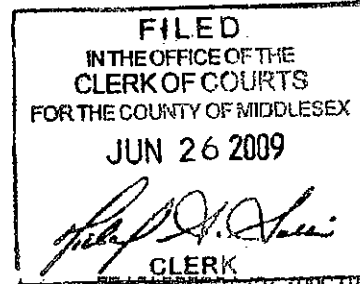
DONALD THOMAS SCHOLZ,

Plaintiff,

v.

BARRY GOUDREAU,

Defendant.



7568A000006/26/09CIVIL	240.00
7568A000006/26/09SURCHARGE	15.00
7568A000006/26/09SECC	20.00
7568A000006/26/09SUMMONS	5.00

VERIFIED COMPLAINT

Plaintiff Donald Thomas Scholz brings this action against Defendant Barry Goudreau seeking redress for his breach of contract and trademark infringement.

Parties

1. Plaintiff Donald Thomas Scholz ("Scholz") is an individual living in Southern Middlesex County, MA.

2. Defendant Barry Goudreau ("Goudreau") is an individual who, on information and belief, lives in Swampscott, MA.

Venue

3. Venue is proper as Scholz resides in Middlesex County.

Facts

Background

4. Scholz is a successful musician, composer, recording engineer, and record producer.

5. In or about 1975, Scholz founded the hugely successful rock music group BOSTON.

6. Based on demo recordings on which Brad Delp sang all vocals, Jim Masdea played all drums, and Scholz played all other instruments, Epic Records signed Delp and Scholz to a record contract in 1975. Scholz had written all the songs on the demo recordings, and he alone produced, engineered, and financed the recording of the demos.

7. The original members of the band were thus Scholz and Brad Delp.

8. Scholz re-recorded the demo songs, plus some additional songs, for BOSTON's eponymously named first album, released in 1976 (the "debut album"). There were nine songs on the debut album, two of which were listed as one, "Foreplay/Long Time." All of the songs on the debut album were written by Scholz, except for "Let Me Take You Home Tonight," which was written by lead singer Brad Delp.

Goudreau's involvement in BOSTON.

9. Goudreau is a talented guitar player.

10. Goudreau played on just two of the eight cuts on the debut album: "Let Me Take You Home" and "Foreplay/Long Time." Bassist Fran Sheehan played bass on

"Let Me Take You Home" and "Foreplay." Delp played acoustic guitar on "Let Me Take You Home." Otherwise, excluding drums and vocals, Scholz played all instruments on the debut album, and performed on every song, performing more of the instrument tracks than all other musicians combined.

11. On BOSTON's second album, *Don't Look Back*, released in 1978, Goudreau appeared on just four of the eight cuts: rhythm guitar on "The Journey," lead guitar on "Used To Bad News," and some of the lead guitar on "Don't Look Back," and "Don't Be Afraid." Scholz played the majority of the guitar tracks on these four songs, and all other instruments on all songs, except for drums and a few notes of bass guitar on "Don't Look Back."

12. Goudreau performed live with BOSTON between 1976 and 1979. That included several major concert tours.

13. Goudreau last performed as a member of BOSTON in 1979.

14. Since Goudreau's last performance as a member of BOSTON in 1979, BOSTON has, among other things :

- a. released three new albums: *Third Stage*, *Walk On*, and *Corporate America*;
- b. released a *Greatest Hits* album and remasters of the first two albums; and
- c. conducted six major concert tours and performed at various other events.

15. Goudreau did not play on *Third Stage*, *Walk On*, or *Corporate America* (BOSTON's Greatest Hits album includes two cuts which Goudreau played on from the first two albums).
16. Goudreau did not perform on any of BOSTON's six major concert tours since 1979.
17. Goudreau's sole performance with BOSTON since 1979 was at a tribute concert for the late Brad Delp in August 2007, in which all former members of BOSTON were invited to participate.
18. Even though Goudreau had played on only 2 of 8 cuts on the debut album, Scholz agreed to pay Goudreau 20% of the artists' royalties from all cuts on the album -- the same percentage of artists' royalties that Scholz and Delp received on that album.
19. Likewise, even though Goudreau had played on only 4/8 cuts on *Don't Look Back*, Goudreau received 20% of the artists' royalties from all cuts on that album -- the same percentage of artists' royalties that Scholz and Delp received on that album.
20. Scholz agreed to Goudreau's receiving a full 1/5 share of the artist's royalties on the first two albums in an effort to foster harmony between the bandmembers.

The Parties' Contract.

21. In 1982, Goudreau filed suit against Scholz, the other bandmembers, and the band's touring entity, seeking a share of various assets and income streams.
22. On or about May 9, 1983, Scholz and Goudreau (and the other then-bandmembers and BOSTON's touring company) executed a written Settlement

Agreement (the "Agreement"). A true and accurate copy of the Agreement is attached hereto as Exhibit A.

23. The Agreement ended the litigation Goudreau had started, and set forth the details Goudreau's rights going forward.

24. The Agreement states, in part:

1. By the execution hereof, the parties acknowledge that Goudreau is not longer, and he has ceased to be, a partner in Boston, and as such shall have no interest, right nor title to the name "BOSTON", nor to any recording royalties, performing rights royalties, performance income, copyright interests or payments, or financial interest therein, except as provided herein.

2. As full consideration for Goudreau's retirement, Boston agrees to pay to Goudreau the following payments:

A. Future Recordings: With respect to the next (third) Boston album only, the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) shall be paid to Goudreau as set forth in Section 2.A(1) below. Thereafter, Goudreau shall receive no other royalties with respect to the next (third) Boston album or any other subsequent album recorded by Boston in the future. However, Goudreau shall not be entitled to receive any royalties whatsoever under this Section 2.A if no albums are released after the date hereof under the name "Boston." The parties hereto agree to send to CBS, Inc. and any other person or entities which are required to make payments to Boston in which Goudreau has an interest, irrevocable letters of direction providing for direct payment to Goudreau of such payments.

[...]

C. Previous Recordings: The parties hereto expressly agree that Goudreau shall continue to receive his full one-fifth (1/5) royalty (paid in the same manner as is paid to BOSTON) on the two Epic albums by Boston, known as "BOSTON" and "DON'T LOOK BACK" and also the same proportionate share on any future use of individual sides of these same original recordings, said sides agreed to be: "More Than a Feeling", "Peace of

Mind", "Foreplay/Long Time", "Rock and Roll Band", "Smokin'", "Something About You", "Hitch A Ride", and "Let Me Take You Home Tonight", each of which is embodied in the album known as "BOSTON" and "Don't Look Back", "The Journey", "A Man I'll Never Be", "Feeling Satisfied", "Party", "Used To Bad News", and "Don't Be Afraid", each of which is embodied in the album known as "DON'T LOOK BACK"; also, any previously unreleased BOSTON material on which Goudreau has played, Goudreau shall receive this one-fifth (1/5) royalty interest, as defined above.

[...]

D [sic]. The Name "BOSTON": The parties hereto expressly agree that Goudreau may use the term "Formerly of Boston" for and in conjunction with any biographical usage with respect to future performances, but, except to this extent, Goudreau shall have no other interest, right or title to the name "BOSTON." Without limiting the foregoing, Goudreau may not use the name "BOSTON" for or in conjunction with any advertisement or promotion. [Emphasis added.]

25. The aforementioned Paragraph 2(D) was the major incentive for Scholz's agreeing to the payments that Goudreau would receive under the Agreement.

Scholz's Substantial Performance of the Agreement.

26. Scholz has substantially performed all of his obligations under the Agreement since its execution in 1983.

27. Goudreau received the \$100,000 under Paragraph 2(A) of the Agreement at or around the time of the release of BOSTON's third album, *Third Stage* in 1987.

28. Goudreau has received approximately \$1,000,000, and perhaps more, pursuant to Paragraph 2(B) of the Agreement since execution thereof in 1983.

Scholz's sole ownership of the trademarks and service marks.

29. Scholz is the sole owner of the trademark/servicemark "BOSTON." The mark was first used in interstate commerce in August 1976. The mark is registered with the United States Patent and Trademark Office ("USPTO"), Registration No. 1,730,705, with respect to phonographic recordings and/or audio tapes, costume jewelry, souvenir merchandise, paper goods, and entertainment services in the nature of a rock band. Attached hereto as Exhibit B is a true copy of a print-out from the records of the USPTO, which evidences this trademark/servicemark registration. Scholz applied for registration of the mark on June 14, 1990, and registration issued on November 10, 1992.

30. Scholz is also the sole owner of the trademark/servicemark "BOSTON (logo)." The mark was first used in interstate commerce in August 1976. The mark is registered with the USPTO, Registration. No. 1,734,444, with respect to phonographic recordings and/or audio tapes, costume jewelry, souvenir merchandise, paper goods, and entertainment services in the nature of a rock band. Attached hereto as Exhibit C is a true copy of a print-out from the records of the USPTO, which evidences this trademark/servicemark registration. Scholz applied for registration of the mark on June 14, 1990, and registration issued on November 24, 1992.

31. The trademarks and service marks of the BOSTON name and logo are hereinafter referred to collectively as the "BOSTON marks."

32. Scholz has devoted his career to the creation of BOSTON's unique sound, both in sound recordings and in live performances. The BOSTON marks symbolize and represent the unique BOSTON sound.

33. Since obtaining the registrations in 1992, and for many years prior thereto, Scholz has sold goods and performed musical concerts under the name and logo BOSTON, and continues to do so.

34. As a result of Scholz's long and extensive usage and promotion of the BOSTON marks in interstate commerce: such marks have become distinctive to designate BOSTON recordings, BOSTON live performances, BOSTON merchandise, etc.; such marks have become distinctive to distinguish BOSTON's recordings, live performances, and merchandise from others; and Scholz has built up and owns valuable good will which is symbolized by the BOSTON marks.

35. The BOSTON marks are famous marks.

Goudreau's repeated wrongful uses of the name "BOSTON."

36. Goudreau has repeatedly and in various ways wrongfully used the name BOSTON in violation of the parties' 1983 Agreement. Goudreau has repeatedly, and without right or authorization, used in commerce the name BOSTON and/or the logo BOSTON in connection with goods or services, and/or containers for goods. Several examples are set forth below.

Live and recorded endorsements of Governor Mike Huckabee for President.

37. In or about February 2008, and perhaps at other times, Goudreau appeared live at several campaign rallies for Governor Mike Huckabee in the Governor's campaign to be the 2008 Republican candidate for U.S. President.

38. At those campaign rallies, Goudreau played BOSTON songs on stage with Governor Huckabee, who plays the bass guitar. Those songs included BOSTON's iconic "More Than A Feeling," one of the sound recordings on BOSTON's debut album that Goudreau had nothing to do with. On information and belief, "More Than A Feeling" became an informal campaign theme song at several Huckabee events and on several pro-Huckabee websites.

39. On at least one occasion, Goudreau taped a promotional piece in support of Governor Huckabee's campaign in which he said: "*Hi, this is Barry Goudreau of the band BOSTON here in Manchester . . .*" The present tense of Goudreau's statement wrongly suggested that: a) Goudreau was still with BOSTON; and b) BOSTON was endorsing Huckabee.

40. The promotion was posted on YouTube.com.

41. The promotion violated the Agreement and/or infringed the BOSTON marks.

"Celebration of the Sea."

42. In 2005, Goudreau performed at the Celebration of the Sea Music & Film Festival in the Miami, FL, area.

43. Promotion of the event described Goudreau as follows:

**Barry Goudreau and Fran Sheehan:
Original Members of the Band Boston**

The arena rock group behind one of the fastest-selling debut albums in history, Boston formed as a concept of Tom Sholtz [sic] while he was at Massachusetts Institute of Technology. After graduating, Sholtz [sic] joined a local band led by guitarist Barry Goudreau. The band, soon included bassist Fran Sheehan, vocalist Brad Delp, and

drummer John "Sib" Hashian. Boston would go on to make two of the best-selling albums in rock and roll history.

44. Attached hereto as Exhibit D is a print-out from the event's website containing the promotion.

45. In addition to containing several factual inaccuracies and using Scholz's name, this promotion uses the name BOSTON to promote Goudreau's appearance, in violation of the Agreement and infringing upon the BOSTON marks.

Doug Flutie Tribute Concert.

46. On information and belief, in the fall of 2006, Goudreau agreed to perform at a concert scheduled for November 13, 2006 at Boston Symphony Hall in honor of Doug Flutie.

47. Also on information and belief, Goudreau and/or someone on his behalf led organizers of that concert to believe that BOSTON would be performing.

48. When the organizers learned that Goudreau was not affiliated with BOSTON, they asked Scholz, through his manager, to have BOSTON perform.

49. The organizers made clear to Scholz's manager that he wanted Scholz, Delp, and those BOSTON bandmembers still affiliated with Scholz to perform.

The Cannery, Las Vegas.

50. Goudreau was scheduled to perform at the Cannery in Las Vegas, NV, on April 5, 2008.

51. This show was promoted as:

"FRAN COSMO & BARRY GOUDREAU (BOSTON)."

52. Attached hereto as Exhibit E is a print-out of a local online promotion of the event, and a photograph of the marquis outside the Cannery, taken on or about April 5, 2008.

53. The promotion violated the Agreement and/or infringed the BOSTON marks.

"World Classic Rockers."

54. On several dates in (at least) early 2008, Goudreau performed in various locations for an entity called World Classic Rockers with another former BOSTON member, Fran Cosmo.

55. On information and belief, World Classic Rockers is a live performance featuring former members from a handful of classic rock bands, in which they each perform a few songs for which their respective former bands were well known.

56. The promotions for World Classic Rockers prominently featured the name BOSTON and described Goudreau as follows:

BARRY GOUDREAU's guitar work is a trademark of the BOSTON sound on smash singles such as "More Than A Feeling"; "Peace of Mind"; "Foreplay/Longtime"; "Rock n Roll Band"; "Don't Look Back" and other chart-toppers. Released in 1978, their self-titled album "Boston" sold over 17 million copies during its initial year of release, making it the #1 selling debut album of all-time, a mark that still stands today.

57. Attached hereto as Exhibit F is a print-out from the World Classic Rockers' website containing the promotion.

58. This promotion violated the Agreement and/or infringed Scholz's trademarks/service marks.

59. This promotion incorrectly states that Goudreau played on the recordings of "More Than A Feeling," "Peace of Mind," and "Rock n Roll Band," three of BOSTON's largest hits. This misleadingly exaggerates Goudreau's participation in BOSTON, and wrongfully promotes his current performances.

Reload Entertainment

60. In early 2008, and perhaps at other times, a manager in Florida called Reload Entertainment was offering Goudreau's live performance for booking, prominently using the name BOSTON.

61. Reload Entertainment described the act, in part, as follows:

Now in Concert!
Former Members of Boston
Playing the hits of
Boston
Barry Goudreau
former lead guitar and original member of Boston

62. Attached hereto as Exhibit G is a promotional piece obtained from Reload Entertainment's website.

63. This promotion violates the Agreement and/or infringed the BOSTON marks.

"The Best of BOSTON."

64. In early 2008, and perhaps at other times, Maximus Entertainment of Austin, Texas, was offering Goudreau's live performance, along with former BOSTON members Fran Cosmo and Anthony Cosmo, for booking under the name "The Best of BOSTON."

65. Attached hereto as Exhibit H are two pages from a contract that was offered on Maximus Entertainment's website.

66. The advertising rider contained therein directs the purchaser to describe the act as follows:

In all advertising promotional material, including but not limited to: TV ads, radio spots, newspaper ads, posters, flyers, and tickets:

*The Best of
BOSTON
Featuring*

Original founding member of Boston "Barry Goudreau"

[...]

67. This promotion violates the Agreement and/or infringed the BOSTON marks.

"The Best of BOSTON – Boone Bike Bash."

68. Goudreau was scheduled to play the Boone Bike Bash in West Des Moines, Iowa, on August 1, 2008.

69. The promotion described the performance as follows:

"Best of"
Boston
August 1, 2008

Come listen to Fran Cosmo (Boston singer), Barry Goudreau (founding member), and Anthony Cosmo (former guitarist) play all the best of Boston. Including Foreplay/Longtime, Amanda, More Than A Feeling, Peace of Mind, and tons more! Don't miss it!

70. Attached hereto as Exhibit I is a print-out from the event's website containing the promotion.

71. This promotion violates the Agreement and/or infringed the BOSTON marks.

"The Best of BOSTON - Prairie Knights Casino & Resort."

72. Goudreau was scheduled to play at the Prairie Knights Casino & Resort in North Dakota on July 1, 2008.

73. The promotion described the performance as follows:

The Best of Boston
Featuring original founding Boston member Barry Goudreau, Boston singer Fran Cosmo and former Boston guitarist Anthony Cosmos

74. The promotion even included a graphic of "the Best of Boston" designed to resemble the BOSTON logo.

75. Attached hereto as Exhibit J is a true and accurate copy of a print-out of a page from the Prairie Knights Casino & Resort website.

76. This promotion violates the Agreement and/or infringed the BOSTON marks.

Promotion of Goudreau's latest band, Ernie & The Automatics.

77. Goudreau currently plays guitar in a band called Ernie & The Automatics.

78. Ernie & the Automatics perform live, mostly in bars in Southern New England.

79. Ernie & The Automatics recently released its first album, entitled *Low Expectations*.

80. This album has been widely promoted in New England.

81. Widely broadcast radio and TV ads for the album begin with the following language: "*Barry Goudreau and Sib Hashian both former original members of the multi-platinum selling band BOSTON have reunited after 25 years.*"

82. A sticker on the shrink-wrap of Ernie & The Automatics' CDs for sale in retail outlets reads:

Featuring . . .
BARRY GOUDREAU
and
SIB HASHIAN
former original
members of the
multi-platinum
selling band
"BOSTON"

83. Copies of the album cover and the shrink wrap are attached hereto as

Exhibit K.

84. The promotions of this album violate the Agreement and/or infringed the BOSTON marks.

Likelihood of confusion, mistake, and/or deception, and dilution.

85. Goudreau's unauthorized uses of the BOSTON marks have been in commerce and have caused and are likely to cause confusion and/or cause mistake and/or deceive customers, including as to the source, sponsorship, approval, association, or affiliation of Goudreau and his performances, recordings, and goods.

86. Goudreau's various uses of the BOSTON marks are likely to cause confusion, mistake, and/or deception in various ways, such as:

- a. whether the band BOSTON is performing at the various performances promoted by Goudreau. It is not;
- b. whether Goudreau performed on the sound recordings of BOSTON's iconic hits "More Than A Feeling," "Peace of Mind," and "Rock n Roll Band." He did not; and
- c. whether the first touring band of BOSTON is reuniting after 25 years. It is not; BOSTON has continued to exist, record, and tour throughout that time. Moreover, the suggestion that Goudreau and Hashian have reunited after 25 years is false and meant to mislead the public into thinking of a BOSTON reunion. In fact, not only have Goudreau and Hashian played together on many occasions over the years, but they are close friends and their families socialize together;

87. Goudreau's unauthorized uses of the name BOSTON are lessening the capacity of Scholz's famous marks to identify and distinguish goods and services.

88. Goudreau's unauthorized uses of the BOSTON marks removes from Scholz the ability to control the nature and quality of all products and services provided under the BOSTON marks, and harms the valuable reputation and good will of BOSTON.

Count I
Breach of Contract

- 25. Scholz repeats and realleges herein all the foregoing paragraphs.
- 26. Scholz and Goudreau were parties to an enforceable contract.
- 27. As detailed above, Goudreau has breached that contract.
- 28. As a result of Goudreau's breach, Scholz has been damaged.

Count II
Breach of Covenant of Good Faith and Fair Dealing

- 29. Scholz repeats and realleges herein all the foregoing paragraphs.
- 30. The parties' contract contains an implied covenant of good faith and fair dealing.
- 31. As detailed above, Goudreau has breached that covenant.
- 32. As a result of Goudreau's breach, Scholz has been damaged.

Count III
Violations of the Lanham Act § 43

- 33. Scholz repeats and realleges herein all the foregoing paragraphs.
- 34. As detailed above, Scholz is the sole owner of the registered BOSTON's marks.

35. Goudreau's unauthorized uses of the BOSTON marks in commerce to advertise, promote, and market his own products and performances, or those of third parties, constitutes trademark infringement, false designation of origin, false or misleading description of fact, and/or false or misleading representation of fact.

36. These acts are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection or association between Scholz, BOSTON, Goudreau, and other third parties, and as to the origin, sponsorship, or approval of Goudreau's and BOSTON's respective goods and services and commercial activities.

37. These acts constitute unfair competition and are unlawful and actionable under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

38. All of the foregoing uses of the BOSTON name by Goudreau are diluting, blurring, and/or tarnishing Scholz's marks.

39. Goudreau willfully intended to trade on Scholz's reputation and/or to cause dilution of Scholz's marks.

40. As a result of all of the foregoing, Scholz has been damaged and Goudreau has been unjustly enriched.

Requests for Relief

WHEREFORE, Plaintiff Donald Thomas Scholz asks this Honorable Court to:

- i. Under Count I, enter judgment in favor of Scholz and against Goudreau, and award Scholz contract damages in the form of restitution for all monies paid to Goudreau under the parties contract, and/or whatever other damages the Court deems appropriate;

- ii. Under Count II, enter judgment in favor of Scholz and against Goudreau, and award Scholz all appropriate damages;
- iii. Under Count III, order Goudreau to account for:
(a) all monies received under the parties' Agreement;
and (b) all profits received from all of the performances and sales in connection with which he used the name BOSTON;
- iv. Under Count III, enter judgment in favor of Scholz and against Goudreau, and award Scholz: (a) Goudreau's profits; (b) Scholz's costs; (c) Scholz's reasonable attorneys' fees; and (d) any other available relief;
- v. Award Scholz his costs and attorneys' fees reasonably incurred in pursuing these claims; and
- iv. Grant Scholz any other relief which this Court deems appropriate.

VERIFICATION

I, DONALD THOMAS SCHOLZ, have read the foregoing complaint and hereby declare the allegations therein to be true based upon my personal knowledge and/or upon information which I believe to be true.

Signed under the pains and penalties of perjury this 26th day of June 2009.


DONALD THOMAS SCHOLZ

Respectfully submitted,

DONALD THOMAS SCHOLZ,
Plaintiff,
By his counsel,

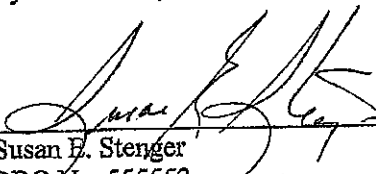

Susan E. Stenger
BBO No. 555552
[sstenger@burnslev.com](mailto:ssstenger@burnslev.com)
Lawrence G. Green
BBO No. 209060
lgreen@burnslev.com
BURNS & LEVINSON LLP
125 Summer Street
Boston, MA 02110
617-345-3739

EXHIBIT A

SETTLEMENT AGREEMENT

AGREEMENT made as of the 9th day of May, 1983 by and between "BOSTON", a Massachusetts oral partnership, consisting or which has consisted of Donald T. Scholz, Brad Delp, Sib Hashian, Barry Goudreau and Fran Sheehan ("Boston"), BOSTON WORLD TOURS, INC., a California corporation ("BWT") and BARRY GOUDREAU ("Goudreau").

WHEREAS, Goudreau is and has been an equal partner in that Massachusetts oral partnership known as "BOSTON";

WHEREAS, Goudreau is and has been a one-fifth (1/5) shareholder in BWT;

WHEREAS, Goudreau became involved in disputes with the other members of "BOSTON", resulting in Goudreau's having commenced litigation against said members, which litigation Goudreau is now willing to discontinue with prejudice in consideration of this Agreement;

WHEREAS, Goudreau now wishes to retire from "BOSTON", and to cease performing with the group professionally known as "BOSTON";

WHEREAS, Goudreau now wishes to sell all his interest in BWT;

300046 (13)

W 15

(b)
WHEREAS, the parties hereto wish to facilitate said retirement and interest sale by enumerating the compensation, rights and interests of Goudreau;

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter contained, the parties hereto agree as follows:

1. By the execution hereof, the parties acknowledge that Goudreau is no longer, and he has ceased to be, a partner in Boston, and as such shall have no interest, right nor title to the name "BOSTON", nor to any recording royalties, performing rights royalties, performance income, copyright interests or payments, or financial interest therein, except as provided herein.

2. As full consideration for Goudreau's retirement, Boston agrees to pay to Goudreau the following payments:

A. Future Recordings: With respect to the next (third) Boston album only, the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) shall be paid to Goudreau as set forth in Section 2.A(1) below. Thereafter, Goudreau shall receive no other royalties with respect to the next (third) Boston album or any other subsequent album recorded by Boston in the future. However, Goudreau shall not be entitled to

receive any royalties whatsoever under this Section 2.A if no albums are released after the date hereof under the name "Boston". The parties hereto agree to send to CBS, Inc. and any other persons or entities which are required to make payments to Boston in which Goudreau has an interest, irrevocable letters of direction providing for direct payment to Goudreau of such payments.

(1) Payment Schedule for Future Recordings:

The \$100,000 payment obligation set forth in Section 2.A hereof shall be paid to Goudreau as follows: (a) Goudreau shall receive concurrently with the issuance by CBS, Inc. of the first semi-annual royalty statement after the release of the third Boston album (the "first statement"), that portion of FIFTY THOUSAND DOLLARS (\$50,000) determined by multiplying \$50,000 times the fraction computed by dividing the number of complete months of sales of such third album reflected in the first statement by six (6); (b) concurrently with the issuance by CBS, Inc. of the second semi-annual royalty statement after the release of the third Boston album (the "second statement"), Goudreau shall receive FIFTY THOUSAND DOLLARS (\$50,000); and (c) if the

(
(
2
first payment contained under clause (a) above is less than \$50,000, concurrently with the issuance by CBS, Inc. of the third semi-annual royalty statement after the release of the third Boston album (the "third statement"), Goudreau shall receive the difference, if any, between ONE HUNDRED THOUSAND DOLLARS (\$100,000) and the amount theretofore received by him. (By way of illustration, should the album be released in October of a calendar year such that sales of the album for the full months of November and December are included in a royalty statement rendered in the following March, Goudreau would receive two-sixths (2/6) of \$50,000 or \$16,666.66 concurrently with the first statement, an additional \$50,000.00 concurrently with the second statement and the balance of \$33,333.34 concurrently with the third statement).

B. Current Partnership Assets: The parties hereto agree that the current book value of the Boston partnership is Forty Thousand Dollars (\$40,000), and Goudreau shall therefore receive or retain one-fifth (1/5) of said assets of Boston consisting of musical instruments and equipment having a value of EIGHT THOUSAND DOLLARS (\$8,000).

C. Previous Recordings: The parties hereto expressly agree that Goudreau shall continue to receive his full one-fifth (1/5) royalty (paid in the same manner as is paid to BOSTON) on the two Epic albums by Boston, known as "BOSTON" and "DON'T LOOK BACK" and also the same proportionate share on any future use of individual sides of these same original recordings, said sides agreed to be: "More Than A Feeling", "Peace of Mind", "Foreplay/Long Time", "Rock and Roll Band", "Smokin'", "Something About You", "Hitch A Ride", and "Let Me Take You Home Tonight", each of which is embodied in the album known as "BOSTON" and "Don't Look Back", "The Journey", "A Man I'll Never Be", "Feeling Satisfied", "Party", "Used to Bad News", and "Don't Be Afraid", each of which is embodied in the album known as "DON'T LOOK BACK"; also, any previously unreleased BOSTON material on which Goudreau has played, Goudreau shall receive this one-fifth (1/5) royalty interest, as defined above.

D. Expenses: Goudreau shall be entitled to be reimbursed \$16,486.70, which the parties hereto expressly agree shall be deemed to represent that portion of the expenses previously deducted from Goudreau's royalty payments since July 1, 1981,

which expenses the parties hereto agree shall be deemed for the purpose of this Agreement to have been expended in connection with the third Boston album (hereinafter said \$16,486.70 is referred to as the "Expenses".) The parties further agree that Goudreau shall not be entitled to reimbursement of any other expenses that may have been charged to him. Goudreau shall not be charged with any further ongoing expenses of the group Boston following the date of this Agreement.

(1) Payment Schedule for Expenses: The Expenses shall be payable at the same time and in the same manner as specified in the Payment Schedule for Future Recordings as set forth in Section 2.A(1) hereof, except that for the purpose of determining the amount payable at the time of the rendering of any royalty statement, the sum of \$8,243.35 (50% of \$16,786.70) shall be substituted for \$50,000 (50% of \$100,000).

(2) Notwithstanding the foregoing paragraph, should a third Boston album not be released on or before December 31, 1983, Goudreau shall receive \$8,243.35 not later than January 31,

1984. Thereafter, should a third Boston album not be released on or before December 31, 1984, Goudreau shall receive the remaining \$8,243.35 not later than January 31, 1985. To the extent that Goudreau receives payments under this sub-section 2.D(2) hereof and a third Boston album is ultimately released, such amounts will be credited against and satisfy the payment obligation of sub-section 2.D(1) hereof.

E. Guarantee of Royalty and Expense Payments:

In the event that a third Boston album is released and there are insufficient royalties to pay Goudreau the amount to which he is entitled under Section 2.A hereof, Donald T. Scholz, Brad Delp, Sib Hashian and Fran Sheehan personally guarantee, jointly and severally, payment of said monies. Scholz, Delp, Hashian and Sheehan shall also be jointly and severally liable for the \$16,486.70 expense payment set forth in Section 2.D hereof.

D. The Name "BOSTON": The parties hereto expressly agree that Goudreau may use the term "Formerly of Boston" for and in conjunction with any biographical usage with respect to future performances, but, except to this extent, Goudreau shall have no other interest, right or title to the name

"BOSTON." Without limiting the foregoing, Goudreau may not use the name "BOSTON" for or in conjunction with any advertisement or promotion.

3. Boston and Goudreau acknowledge that there presently exists a recording royalty deferment plan with CBS, Inc. whereby certain monies are due or shall become due Boston. Boston and Goudreau agree that when said monies become due and payable to Boston because of said current deferment plan, Goudreau's interest in said sums shall be unaffected by this agreement, and Goudreau shall be entitled to his full share as if he were still a one-fifth (1/5) partner in Boston. Goudreau acknowledges that he shall have no right or interest in any future deferment plans, unless said plans involve royalties due Goudreau hereunder.

4. BOSTON WORLD TOURS hereby redeems all of Goudreau's shares and interest in BWT for an amount equal to one-fifth (1/5) of the book value of BWT as of the date hereof. As such, Goudreau shall cease to be a shareholder in BWT and shall have no right or interest in said corporation except as specified herein. BWT acknowledges that Goudreau's interest as of the date hereof in the pension and profit sharing plan of BWT, which the parties have been advised by AMES & ASSOCIATES has a current value of approximately Seventy Two Thousand Dollars (\$72,000.00), shall remain the same and

payable on the same terms and conditions as presently contained in said pension and profit sharing plan. The parties agree that, at Goudreau's election, his interest in said plan will be transferred to him or to any qualified plan designated by him. Goudreau acknowledges that except for the above stated rights, he shall have no further right or title to any other payment under the above plans nor any future contributions to said plans or compensation from BWT whatsoever.

5. With respect to any and all payments, accountings, royalty statement or any financial information relevant to any monies due Goudreau hereunder, Goudreau shall have access to said financial information as if he were still a member of Boston, and any objections by Boston to statements rendered by CBS, Inc., Epic Records or Ahern Associates or any other person or entity shall be deemed to have been made additionally by Goudreau, it being understood that any future amendments or modifications resulting from such objections shall not affect Goudreau's rights hereunder.

6. The parties hereto agree that, simultaneously with the execution of this Agreement, Goudreau shall execute and deliver to Scholz, Delp, Hashian and Sheehan, a stipulation discontinuing the action Goudreau v. Scholz et al., Essex Superior Court No. 82-2050 (1982), with prejudice and without costs. At the same time, the parties hereto shall exchange general releases which shall except therefrom only the obli-

gations of the parties under this Agreement. The parties further agree to execute and deliver such other and further documents as may be reasonably required to effectuate the terms of this Agreement. Nothing herein shall be deemed to constitute an admission as to any of the allegations made in the complaint in such action.

7. This Agreement may be executed in any number of counterparts and, notwithstanding that all of the parties did not execute the same counterpart, each of the counterparts shall, for all purposes, be deemed an original, and all such counterparts shall constitute one and the same instrument binding on all of the parties hereto.

8. This Settlement Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Massachusetts applicable to agreements made and to be performed entirely in Massachusetts.

9. Miscellaneous Provisions.

A. Communications. All notices, offers, approvals, consents, acceptances, waivers, reports, requests and other communications required or permitted to be given hereunder (all of the foregoing hereinafter collectively referred to as "Communications") shall be in writing and shall be deemed to have been duly given if delivered

personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available (air mail if out-of-town), postage prepaid, such telex or cablegram was sent), addressed to the parties at the following addresses or to such other or additional address as any party shall hereafter specify by Communication to the other parties:

(a) If to Scholz:

Donald T. Scholz
454 Boston Post Road
Weston, Massachusetts 02193

(b) If to Delp:

Brad Delp

(c) If to Hashian:

Sib Hashian
30 Courtland Lane
Lynfield, Massachusetts 01940

(d) If to Sheehan:

Fran Sheehan

(e) If to Goudreau:

Barry Goudreau

A copy of any Communication sent to Scholz and/or Delp shall be sent to Frederick R. Cummings, Jr., Esq., Warshaw Burstein Cohen Schlesinger & Kuh, 555 Fifth Avenue, New York, New York 10017. A copy of any Communication sent to Sheehan and/or Hashian shall be sent to Lawrence C. Zalcmann, Esq., One Boston Place, Boston, Massachusetts 02108. A copy of any Communication sent to Goudreau shall be sent to Peter Herbert, Esq., Parcher & Herbert, 500 Fifth Avenue, New York, New York 10110.

Except as otherwise provided herein, all Communications shall be deemed given, received and dated on the date when delivered personally, and three (3) business days after mailing.

B. Entire Agreement, Modification, Consents and Waivers. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supercedes any and all prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof. No interpretation, change, termination or waiver of or extension of time for performance under any provision of the Agreement shall be binding upon any party unless in writing and

signed by the party intended to be bound thereby.
Receipt by any party of money or other consideration
due under this Agreement, with or without knowledge
of breach, shall not constitute a waiver of such
breach or any provision of this Agreement.

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

"BOSTON"

By *Donald T. Scholz*
Donald T. Scholz

Barry Goodreau
Barry Goodreau

By *Brad Deip*
Brad Deip

By *Sib Hashian*
Sib Hashian

By *Barry Goodreau*
Barry Goodreau

By *Fran Sheehan*
Fran Sheehan

BOSTON WORLD TOURS, INC.

By *Donald T. Scholz*
Donald T. Scholz

By *Brad Deip*
Brad Deip

By *Sib Hashian*
Sib Hashian

By *Barry Goodreau*
Barry Goodreau

By *Fran Sheehan*
Fran Sheehan



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Sat Apr 11 04:07:42 EDT 2009

[TESS HOME](#) | [NEW USER](#) | [STRUCTURED](#) | [FREE FORM](#) | [BROWSE DICT](#) | [SEARCH OG](#) | [BOTTOM](#) | [HELP](#)
[Logout](#) Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

[TARR Status](#) | [ASSIGN Status](#) | [TDR](#) | [TTAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)

Typed Drawing

Word Mark BOSTON

Goods and Services IC 009. US 036. G & S: phonographic recordings and/or audio tapes. FIRST USE: 19760800. FIRST USE IN COMMERCE: 19760800

IC 014. US 028. G & S: costume jewelry; namely, lapel pins. FIRST USE: 19760800. FIRST USE IN COMMERCE: 19760800

IC 015. US 050. G & S: souvenir merchandise; namely, guitar picks. FIRST USE: 19760800. FIRST USE IN COMMERCE: 19760800

IC 016. US 037 038. G & S: paper goods; namely, tour books, posters, post cards, and name tags. FIRST USE: 19760800. FIRST USE IN COMMERCE: 19760800

IC 041. US 107. G & S: entertainment services in the nature of a rock band. FIRST USE: 19760800. FIRST USE IN COMMERCE: 19760800

Mark Drawing Code (1) TYPED DRAWING

Serial Number 74069016

Filing Date June 14, 1990

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition April 14, 1992

Registration Number 1730705

Registration Date November 10, 1992

Owner (REGISTRANT) Scholz, Donald T. INDIVIDUAL UNITED STATES 1560 Trapelo Road Waltham

MASSACHUSETTS 02154
Attorney of Record MAGGIE A LANGE
Type of Mark TRADEMARK, SERVICE MARK
Register PRINCIPAL-2(F)
Affidavit Text SECT 15, SECT 8 (6-YR), SECTION 8(10-YR) 20030222.
Renewal 1ST RENEWAL 20030222
Live/Dead Indicator LIVE

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE LIST](#) [SEARCH LOG](#) [TOP](#) [HELP](#)

[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)



Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Sat Apr 11 04:07:42 EDT 2009

TESS HOME NEW USER STRUCTURED FREE FORM Browser Out SEARCH OG Button HELP

[Logout](#) Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

TAB Status ASSIGN Status TOR TTAB Status (Use the "Back" button of the Internet Browser to return to TESS)



Word Mark	BOSTON
Goods and Services	IC 009. US 036. G & S: phonograph recordings and/or audio tapes. FIRST USE: 19760800. FIRST USE IN COMMERCE: 19760800
	IC 014. US 028. G & S: costume jewelry; namely, lapel pins. FIRST USE: 19760800. FIRST USE IN COMMERCE: 19760800
	IC 015. US 036. G & S: souvenir merchandise; namely, guitar picks. FIRST USE: 19760800. FIRST USE IN COMMERCE: 19760800
	IC 016. US 037. G & S: paper goods; namely, tour books, posters, postcards, and name tags. FIRST USE: 19760800. FIRST USE IN COMMERCE: 19760800
	IC 041. US 107. G & S: entertainment services in the nature of a rock band. FIRST USE: 19760800. FIRST USE IN COMMERCE: 19760800
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26.11.02 - Plain single line rectangles; Rectangles (single line) 26.11.28 - Miscellaneous designs with overall rectangular shape; Rectangular shapes (miscellaneous overall shape)
Serial Number	74069118
Filing Date	June 14, 1990
Current Filing Basis	1A
Original Filing	1A

Trademark Electronic Search System (TESS)

Basis

Published for
Opposition

September 1, 1992

Registration
Number

1734444

Registration
Date

November 24, 1992

Owner

(REGISTRANT) Scholz, Donald T. INDIVIDUAL UNITED STATES 1560 Trapelo Road Waltham
MASSACHUSETTS 02154Attorney of
Record

MAGGIE A LANGE

Type of Mark

TRADEMARK. SERVICE MARK

Register

PRINCIPAL-2(F)

Affidavit Text

SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20030224.

Renewal

1ST RENEWAL 20030224

Live/Dead
Indicator

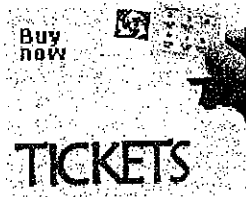
LIVE

[TESS Home](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE LIST](#) [SEARCH OG](#) [TOP](#) [HELP](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [BUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

EXHIBIT D



EVENT INFO ARTISTS & SPEAKERS TICKETS & MERCHANDISE EDUCATIONAL CORNER FOUNDATION SPONSORS PRESS ROOM



- » [Press Room](#)
- » [The Producers](#)
- » [Event Schedule](#)
- » [Directions](#)
- » [Event Photos](#)
- » [About Key Largo](#)
- » [Event Awards](#)
- » [Keys Diving](#)
- » [Treasure Hunt](#)

Artists & Peformers

Chuck Berry

If any one individual can be credited as the premier figure and father of rock and roll, it's CHUCK BERRY. His music, lyrics, and free spirit made an indelible impression on millions of young people, including the Beatles and Rolling Stones. He celebrated the birth of rock and roll in 1955 and he still remains one of its most superbly exciting performers. He remains to this day credited as one of the single most important artists in Rock and Roll!



Steven Tyler

People worldwide agree that one of rock's all-time most charismatic and entertaining front men Steven Tyler of Aerosmith. Tyler began playing drums at an early age, but soon switched to vocals after discovering the Beatles and the tougher blues-rock of the Rolling Stones and the Yardbirds. After moving to Boston in the late '60s, Tyler met guitarist Joe Perry and bassist Tom Hamilton. After finding drummer Joey Kramer and second guitarist Ray Tabano (who was eventually replaced with Brad Whitford), the band named themselves Aerosmith. With smash albums over the past four decades, Steven Tyler has led Aerosmith to the elite company of the world's greatest rock bands.



Supermodel Sabrina

"Live your smile" is the philosophy by which Supermodel, singer and songwriter Sabrina lives her life. Her debut album, "Come As You Are", captures this essence. Enthused with a rich blend of guitar-driven pop, the CD reflects her outlook. No stranger to the spotlight, Sabrina's early success came in the high fashion industry. Having graced numerous top fashion magazine covers in the US and internationally, her resume includes coveted pictorials in multiple Sports Illustrated Swimsuit Issues, Victoria's Secret, "Supermodels In The Rainforest" and Elle Magazine.



DMC formerly of Run DMC

Darryl McDaniels, a.k.a. DMC, helped transform the musical landscape as one-third of the legendary band Run-DMC,

which has sold more than 30 million albums and singles world-wide. Since forming the band with Joseph (Rev. Run) Simmons and the late, Jason (Jam Master Jay) Mizell, DMC has remained in the public eye for the past two decades, recognized as a pioneer in stoking the popularity of rap and hip-hop into the best-selling and most influential musical genre that it is today.



Jeff "Skunk" Baxter

Guitarist Jeff "Skunk" Baxter certainly has had a diverse professional career. He has played extensively with two of the most popular bands of the 70's - The Doobie Brothers and Steely Dan. Skunk produced albums by Nazareth and others. Jeff has had 17 gold records, eight platinum records, and has been awarded two Grammys.



Barry Goudreau and Fran Sheehan: Original Members of the Band Boston

The arena rock group behind one of the fastest-selling debut albums in history, Boston formed as a concept of Tom Sholtz while he was at Massachusetts Institute of Technology. After graduating, Sholtz joined a local band led by guitarist Barry Goudreau. The band, soon included bassist Fran Sheehan, vocalist Brad Delp, and drummer John "Sib" Hashian. Boston would go on to make two of the best-selling albums in rock and roll history.



Mike Mangini

Known as the world's fastest drummer, grammy-nominated Mike Mangini holds numerous world records for matched grip, bare-handed, and traditional grip strokes-per-minute. Mangini has also toured worldwide with 'Extreme' and Steve Vai. Today, on top of a near-constant worldwide drum clinic schedule, Mangini also serves on the Berklee School of Music Education Committee's Percussion Department.



Brian O'Neal of the BusBoys

In the early months of 1980, at the legendary Whiskey A-Go-Go, Brian O'Neal formed the BusBoys. Soon thereafter, the BusBoys began touring extensively with the likes of Linda Ronstadt, Brian Setzer, ZZ Top, and Eddie Murphy. Along with numerous television appearances on "American Bandstand," "Soul Train," and "Saturday Night Live," the



97.1 ON-AIR NOW

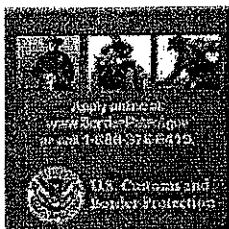


VIP CLUB
97.1 VERY IMPORTANT POINTERS
Register / Login

97.1 POLL

Which is the worst traffic problem in Vegas?

- Road Construction
- Bad Drivers/Accidents
- Badly Configured Roadways
- Not good Public Transportation
- TOO MANY PEOPLE



Las Vegas Concert and Events



#1 for Classic Rock
Exclusive pictures, video and more
at point97.com

Yellow Note equals Kim Kelly's Concert Extra Info

MOODY BLUES: SAT. MARCH 15TH 8PM. PLANET HOLLYWOOD: TIX ON SALE NOW

Najee, March 21st, Railhead at Boulder Station



BLUE OYSTER CULT: SAT. MARCH 22ND. RAILHEAD @ BOULDER STATION. 8PM. TIX ON SALE TBA... (THIS TOUR INCLUDES ORIGINAL MEMBERS ERIC BLOOM ON LEAD VOCALS, BUCK DHARMA ON GUITAR AND ALAN LANIER AS WELL AS RUDY SARZO WHO WAS ALSO A MEMBER OF QUIET RIOT, WHITESNAKE, OZZY'S BAND, DIO AND MORE)

Ace Frehley, March 26th, The House of Blues, \$25 - \$40, On Sale Now, 21+

VINCE NEIL: SAT. MARCH 29TH 8PM. CLUB MADRID @ SUNSET STATION. TIX: \$30.

THE MUSIC OF LED ZEPPELIN WITH SYMPHONY: SAT., MARCH 29TH. 8PM. PLANET HOLLYWOOD. TIX: \$25-\$100.

KENNY LOGGINS: SAT., MARCH 29TH 8PM. STAR OF THE DESERT

97

Doc
Joh
Sto
Pla
Ste
Ric

97

6
|
C

ZII

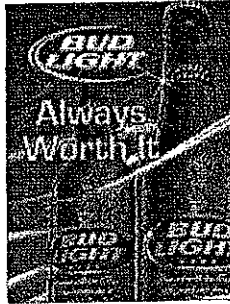
Pe

97

• C
• B
• V
• B
• C
• S
• C

97

• L
• a
• D



ARENA IN PRIMM. TIX:\$38.45-\$49.45.

CHUCK NEGRON (3 DOG NIGHT): SAT. MARCH 29TH. THE CANNERY (THE MOPARS ON THE STRIP EVENT).TIX ON SALE TBA...

DOKKEN: SAT., APRIL 5TH.CLUB MADRID @ SUNSET STATION.TIX:\$15 GENERAL ADMISSION STANDING ROOM ONLY (DON DOKKEN STILL LEAD SINGER...ORIGINAL DRUMMER MICK BROWN WITH THE BAND ALSO AND NEW GUITARIST JOHN NORUM)

FRAN COSMO & BARRY GOUDREAU (BOSTON): SAT.APRIL 5TH.8PM. THE CANNERY.TIX ON SALE 24.95(they were in the band Orion The Hunter together..This band originally was called just "Orion" but Orion pictures successfully sued and they added "The Hunter" to the name. O.T.H. had a major hit in 1983 with "So You Ran". Fran Cosmo was the lead singer for Boston on the 1994 Multi Platinum "Walk On" album



LOVERBOY: SAT. APRIL 12TH. THE RAILHEAD @

BOULDER STATION.8PM. TIX ON SALE TBA...\$27.95 - 45.95 (THIS CANADIAN BAND BOASTS FOUR MULTI PLATINUM ALBUMS...THEIR LATEST "JUST GETTING STARTED" WAS RELEASED LAST NOVEMBER IN THE U.S.)



BON JOVI: SAT., APRIL 12TH.MGM GRAND GARDEN

ARENA.TIX:\$68.25-\$210.
(TOURING WITH ORIGINAL MEMBERS (EXCEPT THE BASS PLAYER WHO WAS KICKED OUT YEARS AGO)....SUPPORTING THEIR NEW CD"LOST HIGHWAY")

BRET MICHAELS ROCK OFLOVE TOUR: SAT.APRIL 12TH. CLUB MADRID @ SUNSET STATION.TIX:\$35 (GENERAL ADMISSION)

CREEDENCE CLEARWATER REVISITED: SAT. APRIL 12TH. 8PM. THE CANNERY.TIX:\$19.95-\$44.95.
(BAND INCLUDES ORIGINAL DRUMMER DOUG "COSMO" CLIFFORD AND BASSIST STU COOK)

RATT: THURS., APRIL 17TH. 8PM. HOUSE OF BLUES.TIX:\$30-\$35.
(THIS IS A REUNION TOUR FEATURING ORIGINAL MEMBERS STEPHEN PEARCY,WARREN DEMARTINI,BOBBY BLOTZER,JOHN CORABI AND



Cannery

CASINO-HOTEL



Live Bingo
Now Open!

2121

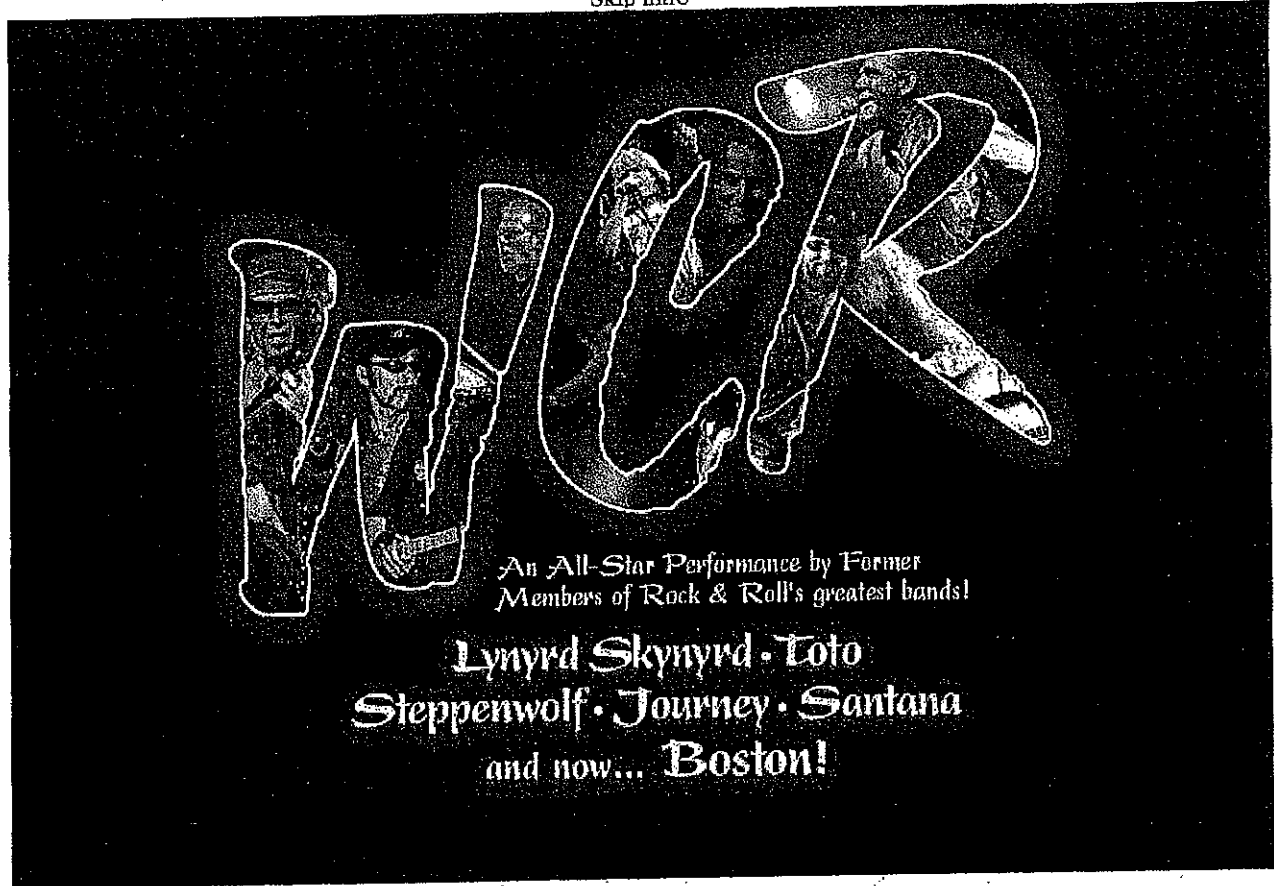
FRAN COSMO

BARRY GOUDREAU
ANTHONY COSMO
PLAYING THE HITS OF BOSTON
SATURDAY 8PM

2121

2121 Diner \$4.99

Skip intro





About WCR



NICK ST.NICHOLAS' music career began in Toronto when he first formed a band called the Mynah Birds, a group of unknowns that would begin the careers of the king of funk, Rick James, and Neil Young of Crosby, Stills, Nash & Young. One year later he would assemble another band called The Sparrow. Using an unknown lead singer, John Kay, as their front man, and little money in their pockets, Nick drove the band from Toronto to the Sunset Strip in search of a record deal. Once in Hollywood, the Sparrow would soon change their name to **STEPPENWOLF** and a film that would become an instant classic, "Easy Rider," would launch their biker anthem, "Born To Be Wild" into rock and roll history. Nick toured and recorded on many of their gold and platinum albums including "Early Steppenwolf", "Steppenwolf Live", "At Your Birthday Party", and "Monster." Some years later, he began his quest to form another band that would appeal to an entire generation. But this time it would not be a group of unknowns, he would instead seek to combine the talents of several of the most prominent musicians, singers and songwriters whose work represented a number of smash, popular chart-topping hits from the greatest bands in the world. The end result of his efforts is the formation of the **WORLD CLASSIC ROCKERS**, who are entering their second decade of outstanding performances and along the way have become the ultimate classic rock all-star band.

All great bands must have an exceptional foundation as the backbone behind the music. As one of the elite drummers in music history, **AYNSLEY DUNBAR** made his mark during the '70s recording on chart-topping hits with David Bowie and Frank Zappa, however he is best known as the original drummer for **JOURNEY** with whom he recorded and co-wrote four albums including their hugely successful album, "Infinity", which featured mega-hits "Wheel In The Sky," "Lights," "Feeling That Way" and "Anytime." As the end of the decade neared, he joined **Jefferson Starship** where together they recorded the smash hit songs, "Jane" and "Find Your Way Back." And the '80's would prove to be no less successful as he moved on to join **Whitesnake** in 1985. With Aynsley on drums, they recorded the band's commercial breakthrough album "Whitesnake 1987" featuring chart-toppers and MTV video favorites, "Is This Love" and "Here I Go Again."



Representing the South, **LYNYRD SKYNYRD** rocketed to fame during the '70's with Southern rock mega-hits "Sweet Home Alabama", "Free Bird", and "Gimme Three Steps." It appeared the band's fast rising star would be cut short when their chartered plane crashed killing several members of the band in 1977. However, Lynyrd Skynyrd regrouped ten years later. Allen Collins who had since been paralyzed in an auto accident hand-picked **RANDALL HALL** to replace him in the band. During the next seven years with Randall on guitar and vocals, the band would perform sold out tours throughout the world while recording three hit albums, "Southern By the Grace of God," "Lynyrd Skynyrd '91" and "The Last Rebel" achieving one of the most inspiring comebacks in rock history. To date the band has sold over 36 million records.



The North East United States is well represented here too. **BARRY GOUDREAU's** guitar work is a trademark of the **BOSTON** sound on smash singles such as "More Than a Feeling", "Peace of Mind", "Foreplay/Longtime", "Rock n Roll Band", "Don't Look Back" and other chart-toppers. Released in 1978, their self-titled album "Boston" sold over 17 million copies during its initial year of release, making it the #1 selling debut album of all-time, a mark that still stands today. He featured his band-mate, **FRAN COSMO**, on his self titled solo album, which served as a prelude to the formation of the band, Orion the Hunter. Together they released the hit single "So You Ran." Soon thereafter, Fran joined the super-group Boston as their lead vocalist on the multi-platinum disc, "Walk On." With his sky-high vocals leading the way, the album soared to #7 on the Billboard Charts. During his tenure with Boston, Fran would record three albums and tour the world as their amazing lead vocalist.



For over 16 years with Carlos Santana, **ALEX LIGERTWOOD** provided his unique sound and interpretation on 12 albums. He earned Gold Records for four of those **SANTANA** efforts, and scored Top 40 hits with six albums and/or singles. Alex shares Santana's soulful R & B style, which is clearly evident on the Santana hits "Winning", "All I Ever Wanted", and "Hold On." His live



with
special guest
Barry Goudreau
former lead guitar of
Boston

Fran Cosmo
the Amazing Singer of Boston
Orion The Hunter and Cosmo

**Now
in Concert!**

Former Members of Boston

Playing the Hits of

Boston

Barry Goudreau
former lead guitar and
original member of Boston

Also Featuring **Anthony Cosmo** on Guitar

Fran has been co-lead singer of Boston since 1990. Barry was one of the original members of Boston, Anthony played guitar on the 2003 and 2004 tours. Each of these players have toured with the super-group and are now coming at you with the powerful vocals, intense guitars and melodies of the great classics like:

Rock and Roll Band
Smokin'
Livin' For You
Piece of Mind

Something About You
Cool the Engines
Walk On

... and more!

Call us today to book this exciting show in your venue.

Hear it, Feel it, Catch a piece of the Legend!

Reload Entertainment
Direction: Paul Curcio
Phone: 727 391 4709
fax: 727 391 3079
email: reload@netthinkers.net

Booking Agent: Fantasma Tours
Steve Peck
Phone: 561 832 6397
fax: 561 832 2043
email: speck@fantasma.com



The Best of

EXHIBIT H

BOSTON

Featuring

**Fran
Cosmo**

The Amazing Singer of Boston
and Orion The Hunter

**Barry
Gondreau**

Former Original Guitars of Boston
and Orion The Hunter

**Anthony
Cosmo**

Former Guitars of Boston

ATTENTION

**READ YOUR CONTRACT and all
RIDERS carefully.**

**Pay special attention to advertising rider and
sound tech rider; these points are necessary
to the performance of the band.**

**If all stipulations are not strictly adhered to,
after written notice and reasonable amount
of time to cure, the band WILL NOT
PERFORM.**

Initial Here

Page 1 of Six

ADVERTISING RIDER (Page 2)

In all advertising promotional material, including but not limited to TV ads, radio spots, newspaper ads, posters, flyers and tickets:

**The Best of
BOSTON**

Featuring

Original founding member of Boston: Barry Goudreau

The amazing singer of Boston: Brian Cosmo

Also featuring former Boston guitarist: Anthony Cosmo

The intent of this rider is to make all advertising clear that this is not a performance by Boston, but in fact a performance of the hits of Boston performed by former members from the group Boston. 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.

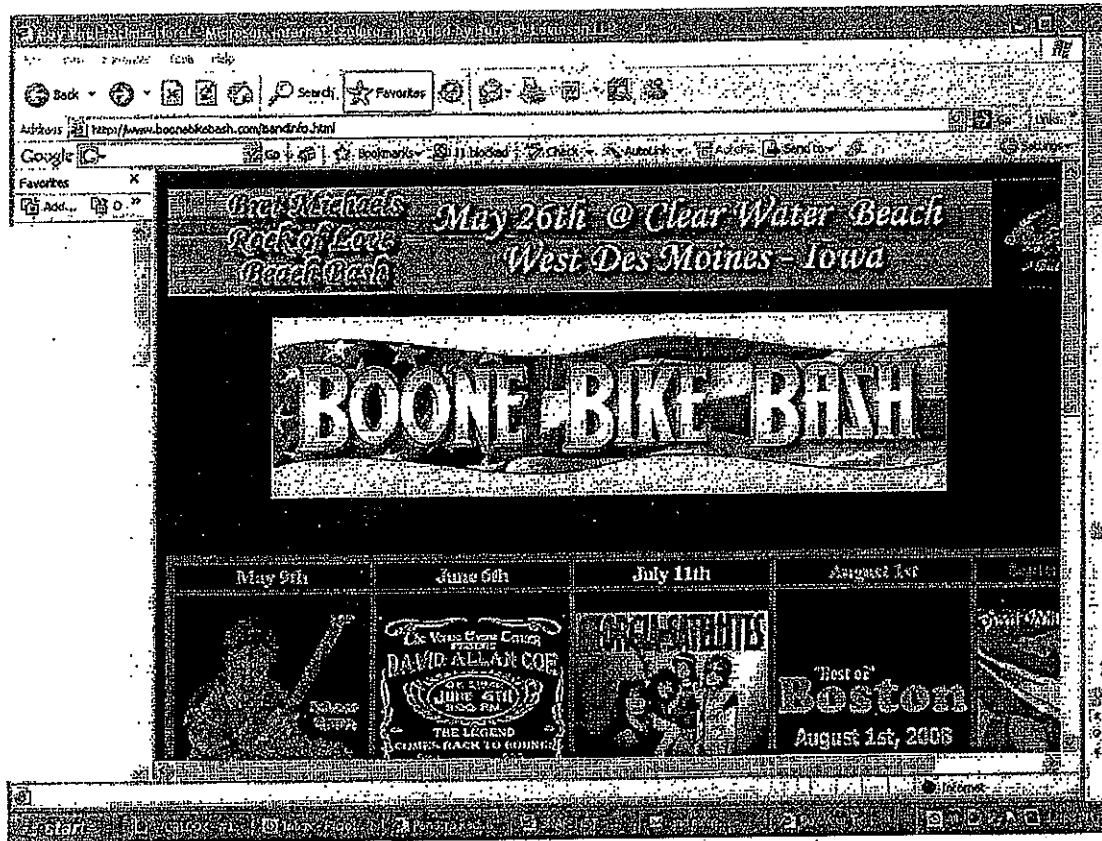
Contract # _____ Page 2 of 3

Hear it, Feel it, Catch a piece of the Legend!

Reload Entertainment
Direction: Paul Curcio
Phone: 727-391-4709
Fax: 727-391-3079
email: reload@notthinkers.net

Booking Agent: Maximus Entertainment
Robert Devine
Phone: 512-542-6299
Fax: 512-338-2209
email: robert@maximustalent.com

EXHIBIT I





Casino Lodge Dining Promotions

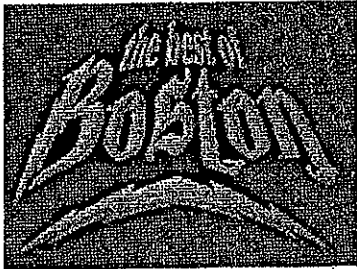


The Best Of Boston

Saturday, July 12
\$20

Tickets on Sale: May 23
Show Time: 7:30pm
Purchase Tickets Online

Featuring original founding Boston member Barry Goudreau, Boston singer Fran Cosmo and former Boston guitarist Anthony Cosmo.



7K Satur

Be One of S

Superch

Take your st

Dining

Prairie Knigt
All-You-Can-
\$12.95

[ticket info](#) [knight scramble](#) [employment](#) [virtual tours](#) [contact us](#)



Sign up

Sign up to rece
announcement
and Resort.

[casino](#) | [lodge](#) | [dining](#) | [promotions](#) | [pavilion lineup](#) | [winners](#) | [sign up for info](#) | [knight scramble](#) | [employment](#) | [virtual tou](#)

Site created and maintained by K2 Interactive Copyright © 2008, Prairie Knights Casino and Resort

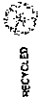


EXHIBIT K

