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NEW ADVANCE AGREEMENT

This NEW ADVANCE AGREEMENT ("Agreement") is made as of this 25th day of May, 2005 by and between Michael J. Jackson, an individual ("Jackson"), MJ Publishing Trust, a Delaware trust ("MJPT"), MJ-ATV Publishing Trust, a Delaware trust ("MJ-ATV", and together with Jackson and MJPT, "Borrower Parties"), and Fortress Credit Corp, a Delaware corporation (together with its affiliates, "FCC"). The "Effective Date" of this Agreement shall be the date on which the last party to execute this Agreement signs and delivers such executed copy to the other parties hereto.

The parties acknowledge the facts recited below.

RECITALS

A. Borrower Parties are currently obligors under the following loan facilities (together, the "Existing Facilities," and separately, an "Existing Facility") from Bank of America, NA ("Bank"):

1. Existing Facility in the maximum amount of \$72,500,000 in favor of MJPT, as Borrower (the "MJPT Facility"), having a current principal balance, exclusive of accrued and unpaid interest, of \$70,271, 211.28 (the "Capped MJPT Facility Amount"), bearing interest at a stated (non-default) rate of one month LIBOR plus 3%, being guaranteed personally by Jackson, and secured by, among other things, MJPT's interest in what is commonly known as the Mijac Catalogue. The MJPT Facility is the subject of that certain Third Amended and Restated Loan Agreement dated as of March 25, 2004 (the "MJPT Facility Agreement"); and

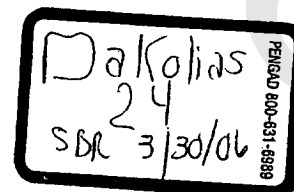
2. Existing Facility in the amount of \$200,000,000 in favor of MJ-ATV, as Borrower (the "MJ-ATV Facility"), secured by, among other things, MJ-ATV's 50% economic interest in Sony/ATV Music Publishing LLC ("Sony/ATV"), certain cash collateral, and the "put" right set forth in the Sony/ATV Operating Agreement. The MJ-ATV Facility is the subject of that certain Amended and Restated Term Loan Agreement, dated as of September 30, 2002, by and between Bank and MJ-ATV (the "MJ-ATV Facility Agreement").

B. The MJ-ATV Facility consists of four (4) sub-facilities, named in the MJ-ATV Facility Agreement as the "First Loan," in the amount of \$140,000,000, with a stated interest rate of 6.16%; the "Second Loan," in the amount of \$45,000,000, with a stated interest rate of 7.14%; the "Third Loan," in the amount of \$11,650,000, with a stated interest rate of one month LIBOR plus 2%, and the "Fourth Loan" in an amount up to \$3,350,000, with a stated interest rate of one month LIBOR plus 2%.

C. Fortress Music Trust I, a New York trust, Fortress Music Trust II, a New York trust, and Fortress Music Trust III, a New York trust (collectively, "Existing Lenders") have recently acquired the Existing Facilities from Bank, and MJ-ATV and Fortress Music Trust II have entered into an Agreement Regarding Early Advance and Collateral Funds ("Early Advance Agreement") of even date herewith concerning an advance under the Fourth Loan.

D. Borrower Parties have requested that FCC advance substantial additional funds to MJ-ATV (the "New Advance") and, in the event the Existing Facilities are not extended by

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Existing Lenders as described below, that FCC cause the Facilities to be extended (collectively, the "Expanded Facility").

E. FCC has agreed to make, and the Borrower Parties have agreed to accept, the New Advance under and subject to the terms and conditions set forth below,

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower Parties, jointly and severally, and FCC, hereby agree as follows:

1. Each Borrower Party acknowledges that neither Existing Lenders nor FCC nor any representative or affiliate of any of them has, orally or in writing, expressly or impliedly, agreed, undertaken, assured or committed that the New Advance will be made, that the Facilities will be otherwise restructured or extended, that any defaults will be waived, or that any rights or obligations of Existing Lenders under the Facilities will be modified, waived, or extended except as expressly provided herein or in the letter agreement among the Borrower Parties and Existing Lenders dated May 22, 2005.

2. The terms and conditions under which Borrower Parties have by their execution of this Agreement agreed to accept the Expanded Facility are as follows:

Borrower	Borrower Parties (to the extent legally and contractually permissible jointly and severally), structured in such manner as FCC may determine, consistent with applicable law and the legal and contractual rights of third parties and subject to the qualification noted below under "Collateral."
Lender	FCC.
Expanded Facility	Amount of Existing Facilities plus New Advance, effected as an amendment to the Existing Facilities with addition of FCC as an additional lender making the New Advance or, at FCC's election, as a new loan facility.
New Advance	\$25 million, of which \$4 million is allocated exclusively to Borrower Parties' out-of-pocket payment of FCC's origination fees, legal fees and due diligence expenses with regard to the New Advance, the Expanded Facility and the Extension (as defined below), and Borrower Parties' legal fees and expenses.
Use of Funds, Approved Budget	The Borrower Parties have provided to FCC, and FCC has approved a budget showing the uses of the New Advance (the "Approved Budget"). Borrower Parties agree to apply the

	proceeds of the New Advance in accordance with the Approved Budget, including with respect to restoration of the interest reserve required under the MJPT Facility..
Waivers	Defaults under Existing Facilities as of the date hereof, whether or not asserted by Bank, to be waived, mutual releases among Borrower Parties, Existing Lenders and FCC to be exchanged at time the New Advance is made. No preservation of rights against Bank.
Interest Rate on New Advance	An interest rate which, when combined with the interest payable under the Existing Facilities results in a blended rate for the entire Expanded Facility of one month LIBOR plus 3.50%, calculated for the actual number of days elapsed on a 360-day year basis. Interest payable monthly in arrears.
Default Interest	Interest Rate plus 5% during continuance of default.
Scheduled Maturity Date	Current maturity date of Existing Facilities, December 20, 2005; with extension of maturity, subject to conditions described below, to June 20, 2006 (the "Extension").
Late Fee	4% of late payment after 10 days
Origination Fee	\$125,000, payable to FCC on FCC's making the New Advance.
Extension Fee	\$1,351,356, payable to FCC upon FCC's making the New Advance and Existing Lenders and/or FCC granting the Extension.
Exit Fee	Provided that the New Advance is made, the sum of \$2,952,712; provided that, if Borrower Parties and FCC enter into an arrangement for refinancing or restructuring the Expanded Facility upon its maturity date or extended maturity date, as applicable, or with regard to an equity investment, directly or indirectly, in Borrower Parties' catalogues or an entity formed for the further exploitation of such catalogues, the Exit Fee will be waived.
Prepayment	In whole, or in ten million dollar increments, and only in compliance with Exclusivity and Right of Last Offer provisions below.
Sale of Personal Property by Jackson	Use of proceeds other than to pay down Expanded Facility per Approved Budget only.
Collateral	All collateral for Existing Facilities, fully cross-collateralized to the maximum extent

	<p>legally and contractually permissible in such manner as FCC shall require, to the maximum extent legally and contractually permissible. The Borrower Parties acknowledge that as a condition to offering the New Advance, FCC must be satisfied that the New Advance and the Existing Facilities are fully and adequately secured and that they may require additional personal guarantees from Jackson or additional collateral. Depending on structure required by FCC, additional collateral may include a first lien on Jackson's economic interest in proceeds from MJ-ATV, to the extent legally and contractually permissible, a continuation or modification of the cap on Neverland Ranch security instrument securing Jackson's existing personal guaranty or other collateral as determined by FCC in its sole discretion. On FCC's request and with the concurrence of Borrower Parties, which concurrence will not be unreasonably withheld, Borrower Parties will request any required consent of Sony to any necessary modifications to governing documents of MJ-ATV, cross-collateralization of Expanded Facility and Jackson's guaranty.</p>
Documentation	<p>Customary for transactions of like nature and magnitude, including representations, warranties, covenants, limitations on other indebtedness, and financial reporting requirements; at FCC's sole election, documentation may be an amendment to or similar to documentation of Existing Facilities, modified for differences in economic terms, collateral and guarantees as described above. To the extent that cross-collateralization and personal guaranty by Jackson of the Expanded Facility are not legally or contractually permissible without the consent of other parties which cannot be obtained after diligent good faith efforts, Borrower Parties will cooperate with FCC to otherwise improve FCC's security for the Expanded Facility to the maximum extent legally and contractually permissible.</p>
Liquidity Maintenance; Availability of Revenues Generated by Borrower Parties	<p>Borrower Parties' access to Borrower Parties' revenues paid directly to Lender by Borrower Parties or third parties or from Borrower Party</p>

	<p>sale or disposition of assets, to be per Approved Budget only. Borrower Parties shall maintain an interest reserve under each component of the Expanded Facility (that is, under the MJPT Facility, the MJ-ATV Facility and with regard to the New Advance) sufficient to cover six months' interest, decreasing monthly in last six months of term of the Expanded Facility to three months' interest. All revenues received by any Borrower Party shall be deposited into the appropriate cash management account. Funds in excess of the required reserve may be released to MJ-ATV, or used to pay down the MJPT Facility and reborrowed (up to the amount of the MJPT Facility Cap Amount); provided, however, that any such release shall be contingent upon the legal and contractual ability and the covenant of each Borrower Party to effect the following: to the extent that the Trustees or Managers of either MJ-ATV or MJPT shall make a distribution and the other has not maintained a sufficient interest reserve under its portion of the Expanded Facility, Jackson shall contribute to MJPT or MJ-ATV as applicable, amounts necessary to enable MJPT or MJ-ATV, as applicable, to restore the required interest reserve.</p>
<p>Opinions of Counsel to Borrower Parties</p>	<p>Upon FCC's making the New Advance, and if requested by FCC or Existing Lenders, upon the Extension, Borrower Parties will provide legal opinions on due authorization, enforceability, and such other customary opinions as FCC may require.</p>
<p>Due Diligence; Audit Procedures</p>	<p>Due diligence will include at FCC's discretion a complete copyright review and appraisal by representatives mutually and reasonably acceptable to FCC and Borrower Parties, as well as review and appraisal of Neverland security. In addition, at FCC's request and with the concurrence of Borrower Parties, not to be unreasonably withheld, Borrower shall promptly institute audit proceedings with regard to Sony, BMI, and Warner-Chappell. All results to be disclosed to FCC to the fullest extent legally and contractually permitted. At</p>

	FCC's request and with the concurrence of Borrower Parties, not to be unreasonably withheld, Borrower to request Sony's consent to disclosure of information on Sony/ATV subject to customary confidentiality agreements. Borrower to pay for FCC's due diligence and underwriting expenses as well as audit procedures, whether or not New Advance is made. Borrower Parties agree that FCC may obtain reimbursement for such expenses from a draw on cash collateral under the MJ-ATV Facility, at FCC's discretion.
Conditions to New Advance	Execution of FCC's documentation in form and substance reasonably satisfactory to FCC and Borrower Parties; no further default (except as to interest reserve depletion) under Existing Facilities; at FCC's request and Borrower Parties shall immediately request of Sony and upon receipt deliver to FCC all missing documents pertaining to Sony/ATV, to the extent legally and contractually permissible and subject to FCC's execution of customary confidentiality agreement with Sony/ATV or such other Sony affiliate as is appropriate; due diligence results satisfactory to FCC to demonstrate value of MJ-ATV Collateral equal to at least \$400,000,000, and that value of Collateral supporting the MJPT Facility has not materially decreased since last evaluation presented to Bank, satisfactory institution of audit procedures (may be completed post-closing as a condition to Extension), no material adverse change in business, properties or financial condition of MJPT or MJ-ATV, or admission in writing of inability to pay his debts, bankruptcy or insolvency filing by or (unless discharged within sixty (60) days of filing) against Jackson, or Jackson's death or disability.
Conditions to Extension	Conditions to New Advance plus completion of audit procedures instituted by Borrower Parties re Sony/ATV and BMI and satisfactory progress of audit procedures re Warner-Chappell Music, showing no material adverse changes in current or prospective value of MJ-ATV's economic interest in Sony/ATV or the

	Mi-Jac catalogue. Conditions to Extension to be satisfied or (in FCC's sole discretion) waived, or deemed to have failed, on or before September 1, 2005.
Closing Date on New Advance	45 days from Effective Date.
Exclusivity	As provided in Paragraph 3, below.
Rights of Last Offer	As provided in Paragraph 4, below.
Indemnification:	Customary indemnities for transactions of comparable nature and magnitude; at FCC's sole option, comparable to Bank's documentation.
Brokers, Intermediaries and Advisors:	Borrower Parties to indemnify FCC against any brokers, finders, intermediaries, advisors, or similar fees or commissions (except for fees due (i) FCC, or (ii) only as to the Early Advance Agreement between MJ-ATV and Fortress Music Trust II, this Agreement and the transactions contemplated hereby, Transitional Investors LLC or its affiliates, or (iii) any other entity engaged by or on behalf of FCC).
Assignment/ Participation:	The loan documents will include such provisions with respect to assignment and participation by FCC as are customarily found in loan documents for similar transactions.

3. Unless and until FCC shall earlier terminate good faith negotiations toward the making of the New Advance, Borrower Parties covenant and agree that, commencing on the Effective Date and ending on the earlier of (i) the date one or more Existing Lenders ceases to forebear from exercising any remedies it may have as of the date hereof under the Existing Facilities (the "Forbearance Date") and (ii) 45 days following the Effective Date or such later date as FCC and the Borrower Parties shall mutually agree (the "Exclusivity Period"), Borrower Parties will negotiate exclusively with FCC concerning the Expanded Facility, and no Borrower Party, nor any of their respective authorized trustees, beneficiaries, officers, directors, stockholders, agents, employees, attorneys, consultants, representatives or affiliates, shall, directly or indirectly, with any person or entity, solicit, initiate or participate in discussions with, entertain, encourage or assist, by providing information or otherwise, any proposal or offer from, or conduct discussions or engage in negotiations with, any person or entity other than FCC relating to, any "Competing Transaction," nor shall any Borrower Party enter into any such Competing Transaction. The term "Competing Transaction" shall include the refinancing of the Existing Facilities and/or the New Advance, the borrowing of money by any Borrower Party, and the possible financing, refinancing, acquisition, licensing or sublicensing or cooperative exploitation of any interest, direct or indirect, in any portion of MJPT, MJ-ATV, the MI-JAC music library or any equity interest therein, the Neverland Valley Ranch, any equity interest of Borrower Parties in Sony/ATV, or any other transaction concerning the disposition or exploitation of any Sony/ATV assets to which Jackson's or MJ-ATV's consent may be required

and which consent is in fact sought by Sony. Notwithstanding the foregoing, a transaction with FCC, or (with the consent of Borrower Parties) in which both FCC or FCC's designee and The Yucaipa Companies ("Yucaipa") or Yucaipa's designee participate, shall not be deemed a Competing Transaction.

4. Each Borrower Party hereby grants to FCC a right of last offer ("Right of Last Offer") to match any bona fide written offer (a "Competing Offer") received by any Borrower Party (i) on or prior to December 20, 2005, if FCC does not make the New Advance, or (ii) on or prior to June 20, 2006, if the Extension is granted, to effect a Competing Transaction. No Borrower Party shall enter into a Competing Transaction to which this Right of Last Offer applies unless and until Borrower Parties shall have delivered a certified, fully executed copy of any such Competing Offer, and FCC shall have had ten (10) Business Days to match the terms and conditions thereof. If FCC fails timely to match such Competing Offer, Borrower Parties shall then be free to accept such Competing Offer. The parties also contemplate that a similar provision will be included in the Expanded Facility

5. If any Borrower Party accepts a financing, refinancing or another Competing Transaction from any person or entity other than FCC or a venture or other entity including as members, managers, stockholders or partners, both FCC and Yucaipa or its designees (an "External Financing"), then MJ-ATV shall immediately upon such acceptance pay to FCC a break-up fee of \$2,000,000 ("Break-Up Fee"), which FCC may at FCC's discretion cause to be paid by Existing Lenders from cash collateral held by one or more Existing Lenders under either Existing Facility, or by FCC under the documents evidencing the New Advance. Prior to FCC having made the New Advance, and subject to the last sentence of this paragraph 5, payment of the Break-Up Fee shall be FCC's sole remedy for Borrower Parties' having accepted an External Financing, whether or not in breach of Borrower Parties' obligations under paragraph 3. If FCC has made the New Advance prior to a Borrower Party having entered into an External Financing, then such break-up fee shall be in addition to and not in lieu of FCC's available remedies at law or in equity, including without limitation the remedies of specific performance and damages, for any Borrower Party's having accepted an External Financing, whether or not in breach of paragraph 3. Nothing contained in this paragraph 5 shall in any way limit, reduce or otherwise affect FCC's rights and remedies under or for breach of paragraph 4, or with respect to any other provision in this Agreement, all such rights and remedies being cumulative with FCC's right to receive the Break-Up Fee.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed in that State. Borrower Parties' waivers set forth in the current documentation of the Existing Facilities, including without limitation, waivers as to venue and jurisdiction, jury trial, service and notice are incorporated by this reference. This Agreement terminates and supersedes all other agreements and understandings between the parties pertaining to the subject matter hereof, and without limiting the foregoing FCC specifically acknowledges and agrees that the letter dated April 17, 2005 from FCC addressed to Jackson c/o Mr. Donald Stabler, together with Exhibit A titled Outline of Proposed Terms and Conditions attached thereto is not of any continuing force or effect. Further, to the knowledge of both Borrower Parties and FCC, the following documents or purported agreements contained in the following documents or resulting from discussions related thereto have no operative effect: (i) the letter agreement dated December 30, 2004, from

Transitional Investors LLC addressed to Jackson, c/o Mr. Don Stabler, including without limitation Paragraph 6 thereof, entitled "Break-Up Fee"; and (ii) commitment letter for bridge financing dated February 1, 2005, and the term sheet attached thereto from Transitional Investors LLC addressed to Jackson c/o Don Stabler.

7. By his signature hereto, each person signing this Agreement represents and warrants that he has been duly authorized by all necessary trust actions to sign this Agreement on behalf of the party he is purporting to bind and that such signature is the act and deed of such party.

8. In the event of any dispute hereunder, the prevailing party shall be entitled to recover its costs of interpretation and enforcement of this Agreement, including attorneys', accountants', consultants' and expert witness fees actually incurred. EACH BORROWER PARTY AND FCC HEREBY WAIVE TRIAL BY JURY.

IN WITNESS WHEREOF, the undersigned have executed and caused the delivery of this Agreement at New York City, New York, as of the Effective Date set forth above.

Dated: May 25, 2005

Jackson:

Michael J. Jackson

MJPT:

MJ Publishing Trust

Dated: May 25, 2005

By:

Name: Katherine Jackson

Title: Co-Trustee

Dated: May 25, 2005

By:

Name: Abdallah Alkhalaf

Title: Co-Trustee

Consented and Agreed:

Dated: May 25, 2005

Michael J. Jackson, as Beneficiary of MJPT

[Signatures continue on next page]

Transitional Investors LLC addressed to Jackson, c/o Mr. Don Stabler, including without limitation Paragraph 6 thereof, entitled "Break-Up Fee"; and (ii) commitment letter for bridge financing dated February 1, 2005, and the term sheet attached thereto from Transitional Investors LLC addressed to Jackson c/o Don Stabler.

7. By his signature hereto, each person signing this Agreement represents and warrants that he has been duly authorized by all necessary trust actions to sign this Agreement on behalf of the party he is purporting to bind and that such signature is the act and deed of such party.

8. In the event of any dispute hereunder, the prevailing party shall be entitled to recover its costs of interpretation and enforcement of this Agreement, including attorneys', accountants', consultants' and expert witness fees actually incurred. EACH BORROWER PARTY AND FCC HEREBY WAIVE TRIAL BY JURY.

IN WITNESS WHEREOF, the undersigned have executed and caused the delivery of this Agreement at New York City, New York, as of the Effective Date set forth above.

Jackson:

Dated: May __, 2005

Michael J. Jackson

MIPT:

MJ Publishing Trust

Dated: May __, 2005

By: _____

Name: _____

Title: Co-Trustee

Dated: May 2, 2005

By: _____

Name: Michael J. Jackson

Title: Co-Trustee

Consented and Agreed:

Dated: May __, 2005

Michael J. Jackson, as Beneficiary of MIPT

[Signatures continue on next page]

Dated: May 25, 2005

MJATV:
MJATV Publishing Trust

By: [Signature]
Name: Michael Jackson
Title: Manager

Dated: May 26, 2005

By: [Signature]
Name: Katherine Jackson
Title: Manager

Dated: May 26, 2005

Consented and Agreed:

Dated: May 26, 2005

[Signature]
Michael T. Jackson, as Grantor of MJ-ATV

FCC:
Fortress Credit Corp.,
a Delaware corporation

Dated: May 26, 2005

By: _____
Name: _____
Title: _____

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MHATV:
MHATV Publishing Trust

Dated: May __, 2005

By: [Signature]
Name: Michael Jackson
Title: Member

Dated: May __, 2005

By: [Signature]
Name: Kathleen Jackson
Title: Member

Dated: May __, 2005

Consented and Agreed:

Dated: May __, 2005

[Signature]
Michael Jackson, as Director of MHATV

FCC:
Futures Credit Corp.,
a Delaware corporation

Dated: May 25 2005

By: [Signature]
Name: CONSTANTINE DANOLIAS
Title: CHIEF CREDIT OFFICER