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MICHAEL J. JACKSON
MJ PUBLISHING TRUST
MJ-ATV PUBLISHING TRUST

December 20, 2005

Fortress Music Trust I
Fortress Music Trust II
Fortress Music Trust III
c/o Fortress Investment Group LLC
1345 Avenue of the Americas, 46th Floor
New York, New York 10105

Re: Request for Forbearance and Agreement Regarding Additional Fees

Gentlemen:

1. Reference is hereby made to those two loan facilities (the "Facilities") acquired by Fortress Music Trust I ("FMT I"), Fortress Music Trust II ("FMT II") and Fortress Music Trust III ("FMT III"; collectively with FMT I and FMT II, the "Lenders") from Bank of America, N.A. ("Bank"), and consisting of the following:

(a) Bank's Facility in the amount of \$72,500,000 in favor of MJ Publishing Trust, a Delaware trust ("MJPT"), as Borrower, which Facility is guaranteed personally by Michael J. Jackson, an individual ("Jackson") and secured by, among other things, MJPT's interest in certain collateral commonly known as the Mijac Catalogue (the "MJPT Facility") and is the subject of that certain Third Amended and Restated Loan Agreement dated March 25, 2004 (the "MJPT Facility Agreement") and that certain New Advance Agreement, dated May 25, 2005, by and among MJ, MJPT, MJ-ATV and Fortress Credit Corp. (the "New Advance Agreement"); and

(b) Bank's Facility in the amount of \$200,000,000 in favor of MJ-ATV Publishing Trust, a Delaware trust ("MJ-ATV"), as Borrower, which Facility is secured by, among other things, MJ-ATV's 50% interest in Sony/ATV Music Publishing LLC ("Sony/ATV"), certain cash collateral, and the "put" right under the Sony/ATV Operating Agreement (the "MJ-ATV Facility", collectively with the MJPT Facility, the "Facilities" and each individually, a "Facility"). 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"; collectively with the MJPT Facility Agreement and all other instruments and documents evidencing or securing either of the Facilities, are referred to herein as the "Loan Documents"), that certain Second Amended and Restated Security Agreement, dated September 30, 2002, by and between Bank and MJ-ATV (the "MJ-ATV Security Agreement"), the New Advance Agreement and that certain Agreement Regarding Early Advance and Collateral Funds, dated May 25, 2005, by and between MJ-ATV and FMT II (the "Early Advance Agreement"). MJPT and MJ-ATV are referred to herein

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collectively as the "Borrowers" and the Borrowers are referred to collectively with Jackson as the "Borrower Parties."

2. Each of the Borrower Parties hereby acknowledges each of the following:

(a) The Facilities are in full force and effect and neither of the Borrowers, nor any guarantor or other obligor under any of the Loan Documents, has any defense to the payment in full of all amounts due under the Facilities, nor any claims or demands against Lenders, or either of them, or their affiliates, arising out of or in connection with any of the following or any matters contemplated therein (collectively, the "Covered Agreements"): the Loan Documents, the Facilities, the New Advance Agreement, the Early Advance Agreement and all other related documentation, dated May 25, 2005, entered into among Lenders and Borrower Parties. Without limiting the foregoing, each of the Borrower Parties hereby releases and forever discharges Lenders and their affiliates from and against any and all claims, demands, damages, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with the Covered Agreements.

(b) Both of the Facilities have matured and are now fully due and payable, in amounts set forth in prior notices from Lenders to Borrowers.

(c) Borrowers have failed to pay the amounts due under the Facilities, MJ-ATV is currently unable to pay amounts due under the MJ-ATV Facility and MJPT is currently unable to pay amounts due under the MJPT Facility.

3. We request that you agree to forbear from any enforcement action based on defaults existing as of the date hereof with respect to the MJPT Facility or the MJ-ATV Facility, for a period from and after the date of this letter (the "Effective Date") through and including January 19th, 2006 (as the same may be extended as provided below, the "Forbearance Period"). We agree that this forbearance relates solely to the failure of Borrowers to repay the Facilities, as well as to acknowledged defaults existing prior to the date hereof under the MJPT Facility, and that Lenders may immediately exercise any rights or remedies they may have under the Loan Documents should any other defaults of any sort arise with respect to either of the Facilities during the Forbearance Period. We agree that, notwithstanding such forbearance, the Facilities will continue to accrue interest after the Effective Date at the default rates of interest as provided in the Loan Documents for each respective Facility. We further agree that Lenders' forbearance as described in this section is conditioned upon the execution and delivery of that certain Put Extension Agreement, a form of which is attached hereto as Exhibit A, by the SMP Affiliates (as defined in the Loan Documents) and the other parties thereto. In addition, we agree that if on or before January 16, 2006, Borrower Parties and SMP Affiliates enter into a further extension of the Put Option (as defined in the Put Extension Agreement) with Lenders, whereby FMT I and FMT II have the right to exercise the Put Option on or before May 1, 2006 (and

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which extension is otherwise in the form of the Put Extension Agreement referenced above), then the Forbearance Period shall be extended to February 18, 2006.

4. In consideration for the forbearance described in section 3 above, MJ-ATV hereby agrees to pay to FMT I and FMT II an amount equal to 1% of the outstanding balance of the MJ-ATV Facility on the Effective Date, and MJPT agrees to pay to FMT III an amount equal to 1% of the outstanding balance of the MJPT Facility on the Effective Date. MJ-ATV and MJPT hereby acknowledge that they are currently unable to pay such amounts and hereby agree that such amounts shall therefore be added to the respective principal balances of the Facilities and shall accrue interest at the respective default rates described in the Loan Documents.

5. Each Borrower Party hereby grants to each of the Lenders a right of last offer ("Right of Last Offer") to match any bona fide written offer (a "Competing Offer") received by any Borrower Party on or prior to the expiration of the Forbearance Period, to effect a Competing Transaction (as defined below). 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 Lenders shall have had ten (10) Business Days to match the terms and conditions thereof. If Lenders fail timely to match such Competing Offer, Borrower Parties shall then be free to accept such Competing Offer. The term "Competing Transaction" shall include the refinancing of the Facilities (or, notwithstanding the provisions of section 7, below, and without waiving any rights of Lenders with respect thereto, either of the Facilities), the borrowing of money by any Borrower Party, and the possible financing, refinancing, acquisition, licensing or sublicensing (other than licensing or sublicensing songs in the ordinary course of business by current administrators of the Mijac Catalogue under current agreements with such administrators) or cooperative exploitation, sale or other disposition of any interest, direct or indirect, in any portion of MJPT, MJ-ATV, the Mijac Catalogue 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 or any affiliate thereof. The foregoing shall not limit any rights of Sony/ATV under Section 11.2.4 of the Sony/ATV Operating Agreement.

6. The forbearance by Lenders described in this letter is being made available at both Borrower Parties' request, solely as an accommodation by Lenders. Both Borrowers have received adequate consideration for the covenants of Borrowers contained herein.

7. FMT I and FMT II shall not be obligated to accept payment from SMP (or any of the SMP Affiliates) or any other individual or entity of any amounts due under the MJ-

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ATV Facility, or to sell or otherwise transfer any of the MJ-ATV Facility to SMP (or any of the SMP Affiliates), or any other individual or entity, unless SMP (or any of the SMP Affiliates), or such individual or entity, also acquires the MJPT Facility from FMT III, or pays in full the MJPT Facility. FMT III shall not be obligated to accept payment from SMP (or any of the SMP Affiliates) or any other individual or entity of any amounts due under the MJPT Facility, or to sell or otherwise transfer any of the MJPT Facility to SMP (or any of the SMP Affiliates), or any other individual or entity, unless SMP (or any of the SMP Affiliates), or such individual or entity, also acquires the MJ-ATV Facility from FMT I and FMT II, or pays in full the MJ-ATV Facility. Without limiting the foregoing, any such acquisition or payment of the Facilities shall be at "par," inclusive of all loan and forbearance fees and expenses, interest accrued at the default rate, default fees, and all other charges, including legal, accounting, consulting and expert witness fees and expenses. As used in this Section, "Company Collateral," "SMP" and "SMP Affiliates" have the meanings set forth in the MJ-ATV Security Agreement.

8. This letter constitutes our entire agreement concerning its subject matter and supersedes any prior or contemporaneous representations or agreements not contained herein concerning Borrowers' obligations under the Loan Documents or the subject matter of this letter. Borrower Parties' waivers set forth in the Loan Documents including without limitation waivers as to venue and jurisdiction, jury trial, service and notice are incorporated herein by this reference. Without limiting the foregoing, this letter constitutes a "Loan Document" under both the MJ-ATV Facility and the MJPT Facility. This letter shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, and shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law. This letter may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one agreement. Each party executing this letter represents that such party has the full authority and legal power to do so. **WITHOUT LIMITING THE FOREGOING, EACH OF THE LENDERS AND THE BORROWER PARTIES HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY.**

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9. We advise you that the current trustees (other than independent trustees or administrative trustees) and managers of MJPT and MJ-ATV are the persons whose signatures on behalf of MJPT and MJ-ATV, respectively, appear below, and that no such person has tendered any purported resignation from the position indicated below his signature.

Very truly yours,

Dated: December 20, 2005


Michael J. Jackson

MJ Publishing Trust

Dated: December 20, 2005

By: _____

Name: ABDULLA HAMMO AL-KHAUFA

Title: Co-Trustee

Dated: December __, 2005

By: _____

Name: _____

Title: Co-Trustee

Consented and Agreed:

Dated: December 20, 2005


Michael J. Jackson, as Beneficiary of MJ Publishing Trust

MJ-ATV Publishing Trust

Dated: December 20, 2005

By: _____

Name: Michael J. Jackson

Title: Manager

Dated: December __, 2005

By: _____

Name: Katherine Jackson

Title: Manager

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9. We advise you that the current trustees (other than independent trustees or administrative trustees) and managers of MJPT and MJ-ATV are the persons whose signatures on behalf of MJPT and MJ-ATV, respectively, appear below, and that no such person has tendered any purported resignation from the position indicated below his signature.

Very truly yours,

Dated: December __, 2005

Michael J. Jackson
MJ Publishing Trust

Dated: December __, 2005

By: _____
Name: _____
Title: Co-Trustee

Dated: December 20, 2005

By: Katherine Jackson
Name: Katherine Jackson
Title: Co-Trustee

Consented and Agreed:

Dated: December __, 2005

Michael J. Jackson, as Beneficiary of MJ Publishing Trust
MJ-ATV Publishing Trust

Dated: December __, 2005

By: _____
Name: Michael J. Jackson
Title: Manager

Dated: December 20, 2005

By: Katherine Jackson
Name: Katherine Jackson
Title: Manager

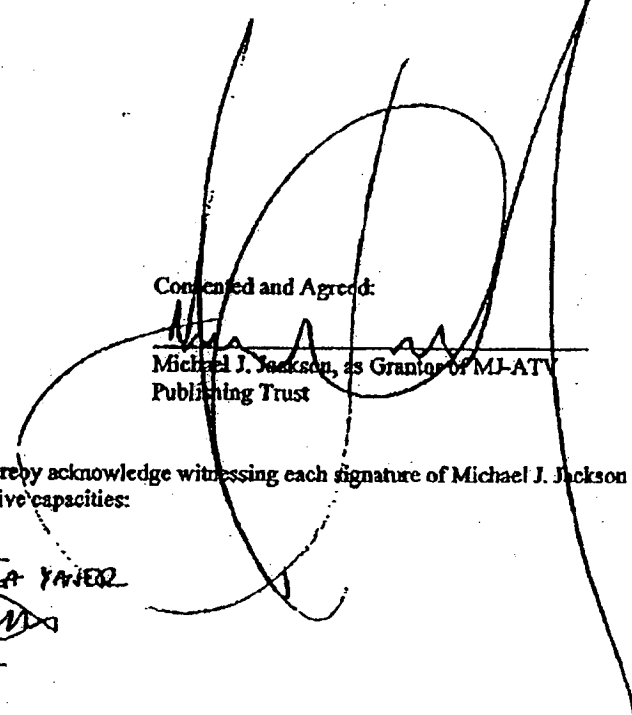
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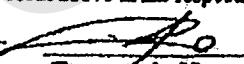
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Consented and Agreed:

Dated: December 20, 2005


Michael J. Jackson, as Grantor of MJ-ATV
Publishing Trust

The following individuals hereby acknowledge witnessing each signature of Michael J. Jackson set forth above in his respective capacities:

By: 
Name: FAROUK ABDULLA YAWER

By: 
Name: Ahmed Alkhan

Acknowledged and Agreed:

Fortress Music Trust I

By: LaSalle Bank National Association,
its trustee

By: _____
Tim Houghton,
Its First Vice-President

Fortress Music Trust II

By: LaSalle Bank National Association,
its trustee

By: _____
Tim Houghton,
Its First Vice-President

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Consented and Agreed:

Dated: December __, 2005

Michael J. Jackson, as Grantor of MJ-ATV
Publishing Trust

The following individuals hereby acknowledge witnessing each signature of Michael J. Jackson set forth above in his respective capacities:

By: _____
Name: _____

By: _____
Name: Ahmed Alkhan

Acknowledged and Agreed:

Fortress Music Trust I

By: LaSalle Bank National Association,
its trustee

By: Greg Myers
~~Tim Houghton,~~ Greg Myers
~~Its First Vice President~~ Trust Officer

Fortress Music Trust II

By: LaSalle Bank National Association,
its trustee

By: Greg Myers
~~Tim Houghton,~~ Greg Myers
~~Its First Vice President~~ Trust Officer

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Fortress Music Trust III

By: LaSalle Bank National Association,
its trustee

By: 

~~Tim Houghton,
its Trust Officer~~

Greg Myers
Trust Officer

Exhibits:

Exhibit A -- Put Extension Agreement

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Exhibit A

Put Extension Agreement

[See attached]

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