

Exhibición 39 - Exhibición 39 – Royalty distribution business

D. Tec, investigations

D. Tec, investigations

Gary S. Owens.

33, Colwyn road,

Bramhall,

Stockport,

Cheshire.

SK7 2JG.

Ref GD/SLE.

10.3.86.

Mr K. Roy,
Financial Controller,
Phonographic Performance Ltd.,
Ganton House,
22, Ganton Street,
London.

Dear Sir,

This letter in the form of a proposal between the above company and PPL.

I have recently discovered that PPL are holding large amounts of money for many artists. Looking at this situation from an artists point of view, it is a sad state of affairs, as many artists have never received any money for their work.

I have just received a check from PPL, 6 years after the formation and demise of the group 'All2', simply because I did not know about PPL and PPL did not know where to contact me.

I propose that the above company, led by myself, with the co-operation of PPL should track down the artists and give them their money. There would be a varying degree of difficulty in tracing the artists, as I am sure you will appreciate. However, I feel it can be done to a satisfactory standard.

Remuneration could come from one of two sources:

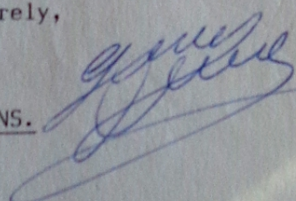
The first from PPL in the form of a finders fee, payable when the artist is found and he or they are aware of PPL and that they have money held for them; or secondly from the artist, by agreement, prior to payment.

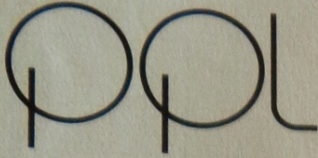
Either way would be satisfactory, although I show a preference to the second, as, after signing an agreement with the artist, my company could then undertake a further search of unclaimed money sources, i.e. PRS, MCPS VPL etc, which could be of benefit to the artist. If you have proposals or any guiding thoughts on the matter, I would be more than willing to listen and discuss them.

If your decision is in favour of my proposal, I suggest a formal meeting to clarify any points in doubt and to come to a legal agreement.

I shall await your reply,
Yours sincerely,

GARY S. OWENS.





Phonographic Performance Limited

Ganton House
14-22 Ganton Street
London W1V 1LB
Telephone 01 437 0311
Telex 268610 PPLVPL

Mr. Gary S. Owens,
D. Tec Investigations,
33, Colwyn Road,
Bramhall,
Stockport,
Cheshire SK7 2JG

Your ref:

Our ref: DGM/JC

Date 23rd September 1986

Dear Mr. Owens,

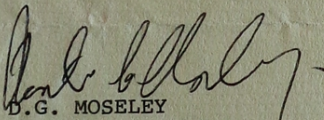
RE: PPL Artists' Payments

Your letter of 10th March 1986 to Mr. K. Roy (PPL Financial Controller) has been passed to me.

We are at present considering generally your proposal, but initially we cannot in our view envisage a situation whereby PPL pays to any third party a share of, or a deduction from, an artist's money without authorisation from the artist concerned. PPL has certain rules which it follows in ensuring that the correct parties are paid.

I will write again to you when we have a clearer view on these matters.

Yours sincerely
PHONOGRAPHIC PERFORMANCE LIMITED


D.G. MOSELEY
COMPANY SECRETARY

D. Tec, investigations

D. Tec, investigations

Gary S. Owens.

33 Colwyn road,

Bramhall,

Stockport,

Cheshire.

SK7 2JG.

Our Ref GO/SLE
Your Ref DGM/JC OUR.

2nd October 1986.

Mr Moseley,
Company Secretary,
P.P.L.,
Ganton House,
14/22 Ganton Street,
London.
W1V 1LB.

Dear Mr Moseley,

RE: PPL ARTISTS PAYMENTS.

In your letter of 23rd September 1986 you write that "we cannot in our view envisage a situation whereby PPL pays to any third party a share of, or a deduction from an artists money without authorisation from the artist concerned." I am in complete agreement, it would be unethical, however, this is not our plan. What we envisage is that PPL will give us a list of artists and how much is due to them, then we will contact the artist, they will then sign a standard management contract with us which enables us to act on their behalf. This is our plan. I spoke at length to Mr Philip Ballard on 24th September 1986 and he is in full agreement. We would need assurance (in the form of a legally binding document) that we were the sole agents for tracing unpaid artists.

As I wrote in my last letter, if you have any guiding thoughts on this matter, I would be more than willing to listen and discuss them. If your decision is in favour of my proposal, I suggest a formal meeting to clarify any points in doubt and to come to a legal agreement.

I shall await your reply.

Yours sincerely,

GARY S. OWENS.

Phonographic Performance LTD
Ganton House
14-22 Ganton Street
LONDON
W1V 1LB

Tel: 061 456 2350
Telex: 667108
Telex Ref: DTIL

7 June 1987

For the attention of Mr Mosely

Dear Mr Moseley

Could you please advise D.TEC Investigations LTD on the present situation regarding our proposals, I understood that you were to write us a letter following your conversation by telephone with Mr Dixon.

I find it very disconcerting that you have not replied to the last letter we sent also, as Mr Dixon said by phone any assurances or conditions needed to sort this out can not be ascertained by NIC Communications. Any problems which need sorting out should be sorted soon, I suggest a meeting with myself Mr Dixon and our lawyer and yourself and whoever else is needed to come to an agreement.

Our company is open to suggestions and ideas, were not apposed to having a member of your company on our board if it is required. It has taken a lot of time and effort so far, the proposal is a simple idea that a lot of people will benefit from, can we please have some co-operation with our endeavor.
We are awaiting your reply in writing.

Yours sincerely

Gary Owens
Managing Director

THIS AGREEMENT is made the day of One thousand
nine hundred and

BETWEEN D. TECH INVESTIGATIONS LIMITED (hereinafter called "the Investigators")
whose registered office is situated at St. Josephs House, High Street, Stockport
of the one part and

(hereinafter called "the Artist") of the other part

WHEREAS:

(a) The Artist was/is a musician and played/plays together with other musicians
(hereinafter called "the Band") presently known as
and has the full authority of the other musicians of the band to act on their
behalf in paying commission to the Investigators and to receive monies on
the bands behalf.

(b) The Artist will undertake to be responsible for the division of any
monies received by the Artists on behalf of the band either from the Investigators
or from any other source arising out of the work of the Investigators.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. The Artist hereby warrants and undertakes that he has the full authority
of the band to enter into this Agreement.
2. The Artist on behalf of the band appoints the Investigators to be the
sole organization responsible for the collection of all monies due to them
arising from all aspects of the Artists activities and the bands activities
throughout the world in the entertainment industry including every branch,
medium and form thereof.
3. The Investigator agrees with the Artist that in consideration of the
payment of percent of all monies recovered together with reasonable
expenses incurred by the Investigators on the bands behalf, the Investigators
will use its best endeavours to recover all monies due to the band. It is
agreed by the Artist that to facilitate the payment of commission, that the
Artist authorizes the Investigators to maintain a client bank account in
the name of the band and to authorize Mr. Gary Owens to be a signatory under
that account with the account only being used for the express purpose and
for no other of deducting the percentage commission due and expense incurred
by the Investigators and thereafter remitting to the Artist a cheque for
the balance of monies due.

THE DIRECTORS OF D. TECH INVESTIGATIONS LTD

4. The Investigators undertake that they will discharge to the Artist all net funds no later than three months from receipt, but in the event that the Investigators are unable to locate the Artist then the Investigators will be entitled to any interest accruing on the account. All interest accruing on monies held by the Investigators prior to payment to the Artist shall be payable to the Investigators.

5. This Agreement shall be deemed to have commenced on the _____ day of _____ One thousand nine hundred and _____ and shall continue for the term of five years from that date. Within one calendar month of the expiration of this Agreement, the Artist must give notice in writing to the Investigators at the address stated in this Agreement and in default thereof the Agreement shall continue for further periods of five years until the requisite notice has been given in writing as aforesaid.

6. The Artist hereby agrees that he consents to the Investigators having access to any computer data containing information concerning the band which could facilitate the Investigators in discovering monies due to the band.

Signed by
For and on behalf of the band

Signed by an authorized
representative of D. Tech ~~Limited~~ INVESTIGATIONS LTD
For and on behalf of the Investigators

D. Tec, investigations

D. Tec, investigations

Gary. S. Owens.

33, Colwyn road,

Bramhall,

Stockport,

Cheshire.

SK7 2JG.

Tel: 061 456 2350

MR D G MOSELEY
GANTON HOUSE
14-22 GANTON STREET
LONDON
W1V 1LB

Dear Mr Moseley

As promised enclosed is a copy of our finders fee contract and accompanying explanatory letter for the artist information all be it a little delayed. Also enclosed is a short letter from the Nat West Bank about the clients account we are opening. This will enable us to pay any cheques in no matter who it is made payable to which will eliminate the problem of opening an account for each cheque.

D TEC Investigations has become a Limited company in the last week of which I am the Managing Director. We will be moving to new offices in the next month where we will have Telex and Fax facilities which will be very useful. I will send you all the relevant information as soon as it is back from the printers.

Regarding PPL artist payments I am eager to get on with the recovery of artists meny. I trust the finder fee contract meets with your approval, it took our Solicitor a while to formulate with my help as there is not another document similiar to relate to.

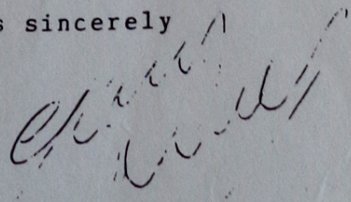
Could you let me know the present situation as soon as possible in writing as we are going to use this contract as a precedence for all other contracts around the world.

If you have any queries do not hesitate to contact me.

I hope you had a good Christmas and New Year.

I shall await your reply.

Yours sincerely



G.Owens

National Westminster Bank PLC

Stockport, Underbank Hall Branch
PO Box No13
10 Great Underbank, Stockport
Cheshire SK1 1LT

Telephone 061-429 7788

Please address your reply to the Manager

Your ref

Our ref AMCS/RS/HCJ/A/EXT 133

Date 2 January 1987

Gary S Owens Esq
33 Colwyn Road
Bramhall
STOCKPORT
Cheshire
SK7 2JG

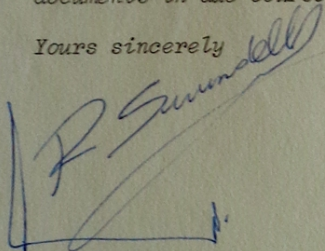
Dear Mr Owen

RE: Dtech Investigations Limited Clients Account

If you were to open as you intend with ourselves a Clients Account on behalf of the above Company, we would wish to advise you that as the Account is designated a Clients Account, the monies in the Account would not belong to the Company but would be paid into the Account as the property of the Company's Clients for onward distribution to the said Clients.

We trust, therefore, that this type of account will be sufficient for your purposes and we look forward to receiving the relative Company documents in due course to enable us to open such an account.

Yours sincerely



R SWINDELLS
PP Assistant Manager, Customer Services

THIS AGREEMENT is made the _____ day of _____ One thousand nine hundred and
BETWEEN D. TEC INVESTIGATIONS LIMITED (hereinafter called "the Investigators") whose registered
office is situated at St. Josephs House, High Street, Stockport of the one part and

(hereinafter called "the Artist") of the other part

WHEREAS:

(a) The Artist was/is a musician and played/plays together with other musicians (hereinafter called "the Band") presently known as _____ and has the full authority of the other musicians of the band to act on their behalf in paying commission to the Investigators and to receive monies on the bands behalf.

(b) The Artist will undertake to be responsible for the division of any monies received by the Artists on behalf of the band either from the Investigators or from any other source arising out of the work of the Investigators.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. The Artist hereby warrants and undertakes that he has the full authority of the band to enter into this Agreement.
2. The Artist on behalf of the band appoints the Investigators to be the sole organization responsible for the collection of all monies due to them arising from all aspects of the Artists activities and the bands activities throughout the world in the entertainment industry including every branch, medium and form thereof.
3. The Investigator agrees with the Artist that in consideration of the payment of _____ percent of all monies recovered together with reasonable expenses incurred by the Investigators on the bands behalf, the Investigators will use its best endeavours to recover all monies due to the band. It is agreed by the Artist that to facilitate the payment of commission, that the Artist authorizes the Investigators to maintain a client bank account in the name of the band and to authorize the Directors of D. Tec Investigations Limited to be signatories under that account with the account only being used for the express purpose and for no other of deducting the percentage commission due and expense incurred by the Investigators and thereafter remitting to the Artist a cheque for the balance of monies due.
4. The Investigators undertake that they will discharge to the Artist all net funds no later than three months from receipt, but in the event that the Investigators are unable to locate the Artist then the Investigators will be entitled to any interest accruing on the account. All interest accruing on monies held by the Investigators prior to payment to the Artist shall be payable to the Investigators.
5. This Agreement shall be deemed to have commenced on the _____ day of _____ One thousand nine hundred and _____ and shall continue for the term of five years from that date. **Within one calendar month** of the expiration of this Agreement, the Artist must give notice in writing to the Investigators at the address stated in this Agreement and in default thereof the Agreement shall continue for further periods of five years until the requisite notice has been given in writing as aforesaid.
6. The Artist hereby agrees that he consents to the Investigators having access to any computer data containing information concerning the band which could facilitate the Investigators in discovering monies due to the band.

Signed by
For and on behalf of the band

Signed by an authorized
representative of D. Tec Investigations Limited
For and on behalf of the Investigators

D. Tec, investigations

D. Tec, investigations

Gary. S. Owens.

33, Colwyn road,

Bramhall,

Stockport,

Cheshire.

SK7 2JG.

Dear

Our Company is at present engaged in recovering money for songwriters and performers from Music Industry Companies around the world. We believe we may have traced some belonging to you or the group.....

Enclosed is a contract for you to sign, if you wish us to recover any money for you or the aforesaid group. The contract is legally binding and as such we suggest you take legal advice before signing it. The contract will in no way infringe any other contracts you intend to sign in the future such as management, publishing or record contracts.

Our company was set up by Mr Gary Owens who also played in bands with publishing and record deals, and on leaving the music industry discovered after much painstaking work that there was money held for him all over the world in various societies and organisations. All you have to do is sign the contract, you keep one copy and return the other to us. We will then recover any money we can find on behalf of you or the aforesaid group, and deposit it in a clients account as described in the contract. Our commission will be deducted and the balance forwarded to you. Our clients account is a special account set up for us by the Nat West Bank P.L.C. the monies in the account would be paid into the account as the property of the companies clients for onward distribution to the said client after deduction of commission and reasonable expenses.

Our company does not wish to hinder or infringe upon or take advantage of individuals.

If there are any questions or further information you would like to know do not hesitate in calling us.

Yours sincerely

G S Owens
MANAGING DIRECTOR



Phonographic Performance Limited

Ganton House
14-22 Ganton Street
London W1V 1LB
Telephone 01 437 0311
Telex 268610 PPLVPL

Mr. Gary S. Owens,
D-Tec Investigations,
33, Colwyn Road,
Bramhall,
Stockport,
Cheshire SK7 2JG

Your ref: Our ref: JBL/JC Date 16th July 1987

Dear Mr. Owens,

Further to our telephone conversation on June 16th, I have as promised now discussed your proposals with our Financial Controller Mr. Ken Roy.

We are currently distributing revenue for the financial year ended May 31st 1986 to member companies and artists. As part of that operation, we will soon be doing an exercise requesting member companies to supply us with addresses of artists for whom we have insufficient details. It has always been our policy, and will remain so, to attempt first to obtain this information through our members. By September or October, we should know which artists we have been unable to trace through our member companies, and round about that time we should be in a position to ask you to trace any particular artists who have so far been untraceable. I would suggest, therefore, that towards the end of September or early in October you contact Mr. Ken Roy to ascertain whether we will require your services.

If we do ask you to trace any artists for us, would you please bear in mind the following observations about your draft contract :-

1. Clause (b) of the recitals clause says that "The artist will undertake to be responsible for the division of any monies received" where the artist is a member of a group. In such circumstances we would require the artist to indemnify PPL against any subsequent claims from other members of the group. Such indemnity should be in writing to PPL.
2. We could only agree to a clients' bank account maintained by D-Tec in the name of the artist and/or band where the artists concerned give their authority for this in writing, and we have seen a copy of that authority.
3. As far as PPL is concerned, interest on monies held by us would be reflected in the lower proportion of administrative charges made before the net distributable figures to artists are calculated. As far as PPL is concerned, therefore, there is no further interest payable.

contd

Mr. Gary S. Owens,
D-Tec Investigations

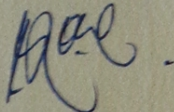
JBL/JC

16th July 1987

4. Just for clarity, I would suggest that D-Tec draft two separate contracts - one for an individual artist, and one for an artist or artists representing a band

I have told Mr. Roy that he can expect to hear from you in late September or early October, when we will be in a position to let you know whether we have any artists we need traced.

Yours sincerely
PHONOGRAPHIC PERFORMANCE LIMITED



J.B. LOVE
GENERAL MANAGER

c.c. Mr. Ken Roy.

D. Tec, investigations

D. Tec, investigations

Gary. S. Owens.

33. Colwyn road,

Bramhall,

Stockport,

Cheshire.

SK7 2JG.

Tel: 061 456 2350

Telex: 667108-SEAFOR G

Telex:Ref: DTIL

Phonographic Performance Limited
Ganton House,
14 - 22 Ganton House,
London W1V 1LB

For the attention of Mr J.B.Love

Dear Mr Love

I thank you for your letter dated 16th July 1987,
Ref:JBL/JC.

We will contact Mr K.Roy in the latter part of September,
in the event of you requiring our services we will of course
expect to meet with you to finalise an agreement between
ourselves and PPL.

I have noted your observations 1-4 all of which we are in a
position to comply with.

Yours sincerely

G. S. Owens

MANAGING DIRECTOR

D. Tec, investigations LTD

D. Tec, investigations

Michael Freegard
Chief Executive
P.R.S. LTD
28/33 Bernes Street
LONDON
W1P 4AA

Gary. S. Owens.

33, Colwyn road,

Bramhall,

Stockport,

Cheshire.

SK7 2JG.

Tel: 061 456 2350
Telex: 667108-SEAFOR G
Telex: Ref: DTIL

Dear Sir

This letter is in the form of a proposal between D.TEC Investigations LTD and your company. As you may or maynot be aware there are many music industry companys and artists by companys, like M.C.P.S, P.P.L., P.R.S and V.P.L. for these companys are holding the money, but unable to distribute it, for the simple reason, they dont know where the companys and artists are.

I propose that D.TEC. Investigations LTD led by myself and backed by Mr Dixon (and several other eminent members of the music industry) with the cooperation of yourselves, trace the missing companys and artists and give them their money. There will be varying degrees of difficultys in tracking down the missind companys and artists, however we are convinced it can be done to a satisfactory standard.

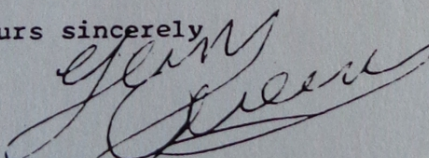
We would require you company to give us a list of missing persons and any information held on those persons including how much they are owed, we would then trace the company/artist and contact them.

They will sign a standard agreement with us giving the right to do searches and recover money on their behalf. This would then be put in our client bank account for onward distribution after deductions of expenses and commision.

I have enclosed an introductory letter that would be sent to missing artists (there is another one for companys:) Also enclosed is a rough draft of the agreement, the missing artists would sign again, there is a differant one for the companys to sign.

I have had extensive talks and written communication with P.P.L. prior to this letter and have come to an agreement whereby P.P.L should have a list of missing persons at the end of September. The person i delt with at PPL was the General Manager Mr J.B.LOVE. We are presently engaged in contacting many companys like yourselves around the world with a view in doing the same, please let me know your feelings and any suggestions or advice you have to offer, and feel free to contact me if you need any further information. this is a simple proposal that would benefit everyone concered. We shall awaite your reply

Yours sincerely


GS. Owens
MANAGING DIRECTOR.

D. Tec, investigations LTD

D. Tec, investigations

Robert .w. Montgomery
Managing Director
M. C. P. S. LTD
Elgar House
41 Streatham High Road
LONDON
SW16 1ER

Gary. S. Owens.

33, Colwyn road,

Bramhall,

Stockport,

Cheshire.

SK7 2JG.

Tel: 061 456 2350
Telex: 667108-SEAFOR G
Telex:Ref: DTIL

Dear Sir

This letter is in follow up to the recent telephone conversation you had with Mr Rick Dixon, in the form of a proposal between D. TEC Investigations LTD and your company.

As you may or maynot be aware there are many music industry companys and artistes by companys, like M.C.P.S, P.P.L, P.R.S and V.P.L. for these companys are holding the money, but unable to distribute it, for the simple reason, they dont know where the companys or artistes are.

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33 Colwyn road,

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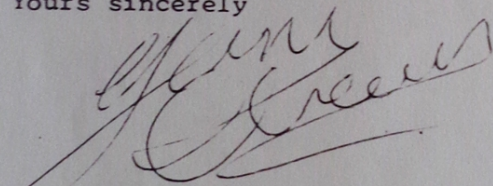
SK7 2JG.

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The person I delt with at P.P.L. was the General Manager Mr J.B.Lowe. We are presantly engaged in contacting many companys like yourselves around the world with a view in doing the same, please let me know your feelings and any suggestions or advice you have to offer, and feel free to contact me if you need any further information, this is a simple proposal that would benefit everyone concerned.

We shall await your reply

Yours sincerely



G. S. Owens

MANAGING DIRECTOR