

PROFIT PARTICIPATION  
INVESTMENT INSTRUCTIONS

FOR  
‘HE’S GOT THE HONEY’  
(A Song by Donita Sparks)

1. Documents. An Investor in Donita Spark’s “He’s Got the Honey” must complete, sign and return the following documents:

-2 copies of the Profit Participation Investment Agreement,

2. Signatures must be notarized. The Investor’s signature on the Signature Page to the Investment Agreement must be notarized.

3. Return of Documents. Executed documents must be returned to:

SPARKSFLYMUSIC  
P.O. BOX 26506  
LOS ANGELES, CA  
90026

4. Payment should be made as instructed at <http://donitasparks.cashmusic.org>

PROFIT PARTICIPATION  
INVESTMENT AGREEMENT  
FOR DONITA SPARKS'  
"He's Got the Honey"

Minimum Subscription: 0.50 Percent (.50%) at \$100.00  
(unless otherwise agreed to by Donita Sparks)

The undersigned irrevocably subscribes for the purchase of that percentage Interests ("Interests") in "HE'S GOT THE HONEY," a song by Donita Sparks. The purchase price of the Interests is payable upon the execution of this Investment Agreement. The terms of this offering are set forth at [donitasparks.cashmusic.org](http://donitasparks.cashmusic.org).

The undersigned represents and warrants:

- (a) If a natural person and that he or she is 18 years of age or over.
- (b) The Interests subscribed for herein are being acquired solely by and for the account of the undersigned as principal, for investment and not with a view to, or in connection with, the distribution or resale thereof.
- (c) The undersigned has received and carefully read the Rules as set forth at [donitasparks.cashmusic.org](http://donitasparks.cashmusic.org) and has had the opportunity to obtain information necessary to make an investment decision. To the extent the undersigned has taken advantage of such opportunity, the undersigned has received satisfactory answers concerning the terms and conditions of the offering and the information at [donitasparks.cashmusic.org](http://donitasparks.cashmusic.org).
- (d) The undersigned recognizes the speculative nature of the investment; is able to bear the economic risks of investment in the Interests and realizes that the undersigned's entire investment in the Interests may be lost; and the undersigned either has received professional guidance with respect to the undersigned's investment in the Interests or is experienced in investment and business matters.
- (e) The undersigned's overall commitment to investments involving substantial risk is not disproportionate to the undersigned's net worth, and this investment will not cause such overall commitment to become excessive.
- (f) The undersigned understands that no governmental authority has made any finding or determination relating to the fairness for public investment in the Interests and that no governmental authority has recommended or endorsed or will recommend or endorse the Interests.
- (g) The undersigned recognizes that there will be no market for the Interests and that the undersigned cannot expect to be able to readily to liquidate this investment.
- (h) The undersigned understands that the Interests are being offered pursuant to an exemption from State and Federal registration and cannot be resold by the undersigned without registration under the Securities Act of 1933 and applicable state securities laws or an exemption therefrom. The undersigned agrees not to resell or transfer the Interests being subscribed for unless the Interests are registered under such laws or are sold pursuant to an exemption therefrom. The undersigned understands that a legend will be placed upon any document that evidences the Interests stating that the securities have not been registered under the Securities Act of 1933 or the securities laws of any State and referring to the restrictions on their transferability and resale.
- (i) The undersigned acknowledges that all information pertaining to the transaction described at [donitasparks.cashmusic.org](http://donitasparks.cashmusic.org) have been made available to the undersigned and the undersigned has had the opportunity to verify and clarify any information contained at [donitasparks.cashmusic.org](http://donitasparks.cashmusic.org).
- (j) The undersigned has relied solely upon the information at [donitasparks.cashmusic.org](http://donitasparks.cashmusic.org) and independent investigations made by the undersigned and/or his advisors in making the decision to purchase the Interests subscribed for, and acknowledges that no other representations or agreements have been made to the undersigned with respect thereto.

(k) The undersigned agrees that this Subscription Agreement is irrevocable and that the representations set forth in this Subscription Agreement shall become effective and binding upon the undersigned, and upon the undersigned's heirs, legal representatives, successors and assigns, upon the Donita Sparks' acceptance hereof.

The undersigned understands the meaning and legal consequences of the foregoing representations and warranties and hereby agrees to indemnify, defend and hold harmless the Donita Sparks and its partners, employees, agents, and their respective officers and directors from and against any and all losses, costs, damages, liabilities and expenses due to or arising out of a breach of any such representation or warranty. Such representations and warranties and this indemnifications shall survive the acceptance or rejection of this Subscription Agreement.

The undersigned hereby constitutes and appoints Donita Sparks, with full power of substitution, the undersigned's true and lawful attorney, for him or her and in his or her name, place and stead and for his or her use and benefit to sign and acknowledge, file and record documents as set forth at donitasparks.cashmusic.org.

**The undersigned understands that this investment is for participation of any profits from the exploitation of the sync license for the song "He's Got the Honey" only and that this Profit Participation Agreement does not convey any interest of any kind in the copyright ownership, publishing rights or any other ownership rights to the Profit Participant Investor.**

**This Investment opportunity shall be held open for public investment until February 8, 2009 or until such time as 200 Interests have been sold. This time period may be extended at any time by Donita Sparks.**

This Investment Agreement may be accepted by the Donita Sparks by executing and mailing to the undersigned a copy hereof. In the sole discretion of Donita Sparks, this investment may be rejected or reduced in amount (in which case any excess monies will be returned to the subscriber).

Number of Interests Subscribed: \_\_\_\_\_

Amount of Subscription: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement for "HE'S GOT THE HONEY," on the date listed below:

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Investor

\_\_\_\_\_  
Joint Owner (if any)

\_\_\_\_\_  
Signature/title if applicable

\_\_\_\_\_  
Signature/title if applicable

\_\_\_\_\_  
SSN or Taxpayer I.D. Number

\_\_\_\_\_  
SSN or Taxpayer I.D. Number

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Mailing Address (if different from above)

Phone Number: \_\_\_\_\_  
Home

\_\_\_\_\_ Work

