



VIEW THE VAPORS INTERVIEWS HERE:

<https://youtu.be/GsD5SYHvkuk>

THE VAPORS

Indie Film Exchange

115 East 57th Street 11th Floor

New York, NY 10022

(212) 939-7527 fax (212) 531-6195

Synopsis for Feature Length Motion Picture – THE VAPORS

STARRING:



Cuba Gooding, Jr. as ‘Marley Marl’



Keke Palmer as ‘Roxanne Shante’



Evan Ross as ‘Mc Shan’



Clifton Powell as ‘Mr. Magic’

The Vapors is set against the backdrop of New York City’s Queensbridge Housing Projects, where The Juice crew was based.

The character driven story is inspired by the true life events of DJ Marley Marl, Biz Markie, Big Daddy Kane and Roxanne Shante and chronicles the group’s rise to fame during Hip-Hop’s golden age.

The Film begins in the housing project living room of Marley Marl in 1983. We see 13 year old Roxanne Shante as she records 'Roxanne's Revenge, a response to the hit rap

record 'Roxanne Roxanne' by UTFO. The song becomes a hit, an all out hip hop battle erupts, and the Juice Crew is born!

The legendary collective was headed up by Marley Marl and featured legendary rappers like MC Shan, Big Daddy Kane, Craig G., Biz Markie, Kool G. Rap and DJ Polo, Roxanne Shante, Masta Ace, TJ Swan, Cool V and Tragedy.

Juice crew members Roxanne Shante and Biz Markie released seminal records on the Philadelphia-based Hip-Hop label Pop Art in 1984, before entering into rap history when Juice Crew member MC Shan released the classic single "The Bridge" in 1986.

In 1986 Juice Crew member MC Shan releases "The Bridge", the single sparks "The Bridge Wars" between MC Shan and the Juice Crew versus Bronx rapper KRS-One and his Boogie Down Productions. This battle is considered one of the most legendary feuds in Hip-Hop history, and in the opinion of many, the one time the Juice Crew suffered defeat.

The Vapors will give us an cinematic look at the ups and downs, trials and tribulations, successes and failures of some of hip hop's most celebrated artist.

THE VAPORS, INC.
c/o Indie Film Xchange
115 East 57th Street 11th Fl
New York, NY 10022
Tel. 212 939.7527
Fax 212 531.6195

LIFE STORY RIGHTS ACQUISITION AGREEMENT

This Agreement (the "Agreement") memorializes the acquisition by The Vapors, Inc. , a Wyoming corporation ("Producer"), of the life story rights of Marcel Hall also known as Biz Markie, an individual residing in the State of New York("Grantor").

WHEREAS, Producer wishes to produce and distribute a feature-film entitled *The Vapors* and related productions, which recount actual events and/or fictionalize material regarding the life of Marcel Hall and the music he produced during the years of 1980 through 1990; and

WHEREAS, Grantor wishes to grant exclusively to Producer all rights, title, authority and permission to produce and distribute *The Vapors* and related productions; NOW THEREFORE, in consideration of the promises, representations, warranties, covenants, conditions and other obligations herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

I

ACQUISITION OF RIGHTS

A. Irrevocable Grant and Acquisition; the Acquired Rights. Grantor hereby irrevocably grants, assigns, conveys and transfers to Producer, and Producer hereby acquires the Grantor's Life Story Rights as defined in paragraph C of this Part I, for Producer's use in the Productions, as defined in paragraph B of this Part I, including the feature-film *The Vapors*. The grant of Life Story Rights made hereby shall include the full and exclusive rights, title, property, privileges, covenants, authority and permission to use such rights in and in connection with the Productions and the Distribution and Exploitation Rights, as defined in paragraph B of this Part I (the Life Story Rights and the Distribution and Exploitation Rights, collectively, identified herein as the "Acquired Rights").

B. The Productions; Distribution and Exploitation Rights. The Life Story Rights may be used perpetually and exclusively in and in connection with: (1) motion pictures (whether intended for theatrical exhibition, videogram distribution, television broadcast or otherwise, and including without limitation, all prequels, sequels and remakes), television productions (including without limitation series, MOW's, and miniseries, and whether live, taped or filmed), videogram (DVD, videocassette, video disc, laser disc or other home video format), live dramatic or stage productions, all forms of broadcast (including without limitation radio, cable, internet and satellite), publication (including without limitation, novelizations, transcripts, screenplays, scripts, and teleplays), theme and amusement parks, soundtracks and sound recordings, merchandising, commercial tie-ups and tie-ins, and any and all ancillary and allied media, formats, products,

productions and programs of any and every kind, whether now in existence or hereafter devised, and the advertising, marketing, promotion, and publicity in connection with any and all of the foregoing (collectively, the "Productions"); and (2) the transmission, distribution, exhibition, broadcast, and commercial exploitation of any and every kind, now in existence or hereafter devised, including without limitation theatrical distribution and exhibition, television (commercially sponsored, in whole or in part, sustaining and subscription, satellite, cable or cable modem, PPV, VOD, NVOD, or other), videogram (DVD, videocassette, video disc, laser disc or other home video format), all forms of broadcast (radio, cable, internet, satellite and other), all merchandising (including commercial tie-ups and tie-ins), and any other form of commercial exploitation in any medium (the content in this subparagraph (2), collectively, identified herein as the "Distribution and Exploitation Rights" or "DER").

C. Life Story Rights. The Life Story Rights shall include without limitation:

1. the right to use, depict, portray, impersonate and represent, in whole or in part, Grantor's name or any variant, substitute or alternative therefore or thereof, and Grantor's picture, likeness, voice, characterization, personality, personal identification, photograph, portrait or representation or any simulation of any of the foregoing in and in connection with the Productions;

2. the right to use, depict, portray and represent, in whole or in part, Grantor's life and all episodes, exploits, events, incidents, personal experiences, incidents, situations and events which heretofore occurred or hereafter occur, or any simulation of any of the foregoing in and in connection with the Productions;

3. the property and/or personal rights in Grantor's right of publicity and right of privacy insofar as such rights appertain to the any of the rights expressly granted herein, the Productions, and/or the DER; and

4. the right to institute and prosecute, in Producer's sole discretion, any and all actions or proceedings at law or in equity for: the violation of, or impairing or impeding of any of the Acquired Rights, including without limitation, actions for defamation of Grantor and violation of Grantor's rights of publicity or privacy; and the protection of any other of the rights, property, covenants, and privileges herein acquired by Producer.

D. Unconditional, Irrevocable, Exclusive, Perpetual and Universal. The Acquired Rights shall be unconditional, irrevocable, exclusive, and perpetual, and shall subsist worldwide and throughout the universe, as now understood or hereafter discovered.

E. No Reservation of Rights. The grant of the Acquired Rights hereunder shall be complete and without exception, and Grantor reserves none of his Life Story Rights and reserves none of the Distribution and Exploitation Rights.

F. No Representations Regarding Portrayal; Unrestricted Right to Fictionalize; Use of Alternative Name. The Life Story Rights shall include: (a) the right to portray Grantor by live actors, animation, sound recording or any other feasible means by actors, performers, or present or future technology, which actors, animation, sound recording, or feasible means may or may not resemble Grantor; and (b) the right to use

historical, factual or fictional scenes, action and dialogue, or any combination of the foregoing. Grantor acknowledges and agrees that Producer: has not made and shall not make any representation or promise regarding the genre, tone, nature, or thematic or narrative content of the Productions, or the manner or light in which Grantor may be portrayed in the Productions; and may add to, subtract from, dramatize, change, interpolate, and adapt Grantor's life story or any part thereof, and may use any actual events or scenarios in conjunction with any other material, or property of any kind in the Productions and in connection with the DER. Grantor acknowledges and agrees that Producer may in its sole discretion refrain from using Grantor's real name, and may use a pseudonym which will be similar or dissimilar to Grantor's real name.

G. No Obligation. Producer shall have no obligation whatsoever: (1) to use any of the Life Story Rights in or in connection with the Productions or the DER; (2) to use Grantor's actual name, voice, likeness or picture in *The Vapors* or any of the Productions; (3) to produce *The Vapors* or any of the Productions; and /or (4) to distribute, transmit, exhibit, perform or exploit *The Vapors* or any of the Productions.

H. Public Domain; No Diminishment of Rights. Producer and its successors, assigns and licensees shall retain the same rights, licenses, liberties and privileges as any member of the general public with respect to Grantor's life story and the production, distribution or exploitation of any productions based thereon or related thereto, and neither Producer's entering into this Agreement, nor anything contained herein, nor any consultations or interviews with Grantor or any others in connection with this Agreement shall be construed to be prejudicial to, operate in derogation of, or diminish such rights, licenses, liberties and privileges.

II

GRANTOR'S MONETARY CONSIDERATION

Provided Grantor fully and faithfully complies with each and every of his obligations, promises, covenants, representations and warranties hereunder, and provided Grantor is not in breach or default of this Agreement, Producer agrees to pay and Grantor agrees to accept as full consideration for the Acquired Rights and Grantor's obligations, promises, covenants, representations and warranties hereunder, the following:

Compensation:

- A. The sum of fifty thousand dollars (\$50,000) due upon commencement of principle photography.
- B. Fifty thousand (50,000) shares of voting Common Stock of The Vapors, Inc. and
- C. One seat on the Board of Directors of The Vapors, Inc.
- D. On screen credit as Executive Producer

III

CONDITIONS PRECEDENT

All of Producer's promises, covenants and other obligations hereunder, including the obligation to pay Grantor's Monetary Consideration as provided in Part II of this Agreement, are expressly conditioned upon and subject to occurrence of Producer's receipt of fully executed originals or original counterparts of:

- A. IRS Form W-9 executed by Grantor; and
- B. This Agreement.

IV

REPRESENTATIONS AND WARRANTIES

Grantor represents, warrants and agrees that:

- A. Grantor has not previously granted, assigned, licensed, encumbered, sold, transferred or otherwise disposed of any of the Acquired Rights, and in particular and without limiting the generality of the foregoing, Grantor has not written an autobiography and has not authorized any party to write a biography of Grantor;
- B. Grantor has the right to grant the Acquired Rights, and possesses the Acquired Rights free and clear of any encumbrance, lien or claim of any third party;
- C. Grantor shall not hereafter grant, assign, license, encumber, sell, transfer or otherwise dispose of any or all of the Acquired Rights, and shall not grant, assign, license, encumber, sell, transfer or otherwise dispose of any rights, property, privileges or covenants similar to, competing with, or diminishing the value of any of or any part of the Acquired Rights;
- D. Grantor shall neither publicize nor authorize the publicity of the preparation, negotiation, or execution of this Agreement, without the written consent of Producer. Nor shall Grantor publicize or authorize the publicity of the fact that Producer is producing, distributing, or exploiting *The Vapors* or any of the Productions, without the written consent of Producer.
- E. The Interview Content, as defined in Part VI of this Agreement, to the extent it is characterized as factual, shall be true; and the Interview Content, to the extent it is subject to copyright protection, shall not infringe the copyright of any other person, firm or corporation.
- F. Grantor shall abide by and comply fully with its indemnification obligations outlined in Part V of this Agreement.

V

INDEMNITIES

Grantor shall defend, indemnify, save and hold harmless Producer and its successors, assigns, principals, agents, attorneys, directors, managers, officers and employees from and against any and all damages, charges, costs, expenses (including reasonable attorney's fees), losses, actions, judgments, penalties, recoveries, awards and other losses of any and every kind which may be obtained against, imposed on, or incurred, sustained, or paid by Producer or its successors, assigns, principals, agents, attorneys, directors, managers, officers and employees, which damages, charges, costs, expenses, losses, actions, judgments, penalties, recoveries, awards or other losses arise or result from or in conjunction with, or by reason of, or relate to the breach of any warranty, representation, covenant, agreement, obligation or undertaking of or made by Grantor in this Agreement.

VI

GRANTOR'S INTERVIEW AND CONSULTATIONS;

ADDITIONAL RELEASES

A. Interviews. At Producer's request, Grantor agrees to be interviewed by, and consult with Producer and Producer's designated agents or representatives with respect to the Productions at reasonable times and places, subject to Grantor's availability. Grantor shall not give interviews relating to Grantor's life story or the Acquired Rights to any person, firm or corporation, excluding only Producer and its designated agents or representatives. Grantor hereby grants to Producer the sole, exclusive, irrevocable and unconditional right to use any information, episodes, exploits, events, incidents, personal experiences, incidents, situations and events (the "Interview Content") conveyed or disclosed in such interviews in and in connection with the Productions.

B. Additional Releases. Grantor agrees, if requested by Producer, to seek releases in form and substance acceptable to Producer from any third party or parties who may be portrayed in the Productions or whose release may be required in connection with the Productions and the DER.

VII

RELEASE, WAIVERS, AND FURTHER COVENANTS

A. Release. Grantor, for herself and her agents, successors and assigns, and each of them, acting on their behalf, hereby unconditionally releases and forever discharges Producer and its successors, assigns, officers, directors, principals, managers, members, agents, representatives, attorneys, and insurers, and all of their respective predecessors, successors, and assigns, from any and all past, present and future claims, causes of action, suits, demands, debts, losses or damages of any kind, whether based in contract, tort, statutory or other legal or equitable theory of recovery, whether now known or unknown, suspected or unsuspected, existing, claimed to exist or which can hereinafter exist, including without limitation any claims that arise or which could be claimed to

arise out of or in connection with, or related in any way to, the Productions and/or Producer's use of the Acquired Rights, or any of them. Without limiting the foregoing, this release is intended to include any and all past, present and future claims, causes of action, suits or demands, based upon any civil rights statute, libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the Acquired Rights, or based upon any failure of or omission by Producer to make use of any or all of the Acquired Rights.

B. Release of Unknown and Unsuspected Claims; Section 1542 Waiver. This Agreement also constitutes a complete release of unknown claims. Thus, in entering into this Agreement, **Grantor also knowingly waives the provisions of Section 1542 of the Civil Code of the State of California, which reads:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Having read the above with full understanding of its meaning, Grantor makes the following statement and places his initials adjacent to same:

"In full understanding of the above language regarding my complete and absolute release of claims relating to my life story, *THE VAPORS*, and the related Productions, I have placed my initials here: _____ [GRANTOR'S INITIALS]

C. Further Covenants; Strict Compliance. Grantor further covenants not to sue or bring or join in any type of claim, action, proceeding or investigation against Producer, person or business entity released herein based upon or related to in any way to any matters covered by this Part VII. Grantor expressly acknowledges that any and all attorneys' fees and other costs and expenses incurred in defending any suit, claim, action, investigation or proceeding brought in breach of this covenant shall constitute part of the measure of damages, pursuant to California Civil Code Section 3300, recoverable for any such breach. The Parties acknowledge and agree that the terms of this Part VII are of the essence of this Agreement, and agree that strict compliance with its terms shall be required.

VIII

GENERAL PROVISIONS

A. Assignment. The Agreement and all rights herein shall inure to the benefit of Producer's successors, assigns, licensees and grantees and associated, affiliated and subsidiary companies, and Producer shall have the right to freely assign the Agreement and/or any of Producer's rights hereunder to any person, firm, corporation, or other entity. Producer shall have the right at any time to sell, transfer or assign all or any of its rights in and to *THE VAPORS* and any or all of the Productions, the physical materials and copyright thereof, and the agreements with Producer's licensees, assignees, sales agents, distributors and sub distributors. Any assignment shall be

subject to Grantor's rights hereunder, provided Producer shall only be released and discharged of and from any further liability or obligation hereunder if such Assignee is a major or mini-major studio-distributor. The Agreement is non-assignable by the Grantor.

B. Payments. All payments owing to Grantor shall be paid directly to Grantor at the address provided in this Agreement. The date of mailing of any payment to Grantor shall be the date of such payment. In no event shall Producer's failure to pay any amounts to Grantor be deemed to constitute a breach by Producer which entitles Grantor to rescission or other injunctive relief, Grantor's sole remedy being an arbitration seeking damages (if any) as provided in paragraph H of this Part VIII.

C. Notices. Notices to Producer must be given in writing, and all written notices to Grantor or to Producer shall be given as set forth in this paragraph. Either Grantor or Producer may hereafter designate a substitute address by written notice to the other. Written notices shall be delivered by registered mail to the address set out below, or transmitted by facsimile (provided there is written confirmation of receipt of such transmission). The date of mailing or transmission of any such notice shall be deemed the date of service thereof.

To Grantor:

To Producer:

c/o Indie Film Xchange

115 East 57th Street

11th Floor

New York, NY 10022

D. Action and Settlement of Claims; Appointment of Attorney-in-Fact.

Producer's right to institute and prosecute actions or proceedings for the violation or impairment of the Acquired Rights, shall include actions or proceedings at law or in equity for: the violation of, or impairing or impeding any of the Life Story Rights granted and acquired hereunder, including without limitation, actions for defamation of Grantor and violation of Grantor's rights of publicity or privacy; and the protection of any of the rights, property, covenants, and privileges herein acquired. Producer's rights under this paragraph shall be exercised in Producer's sole discretion and under Producer's sole and absolute control, and any such action or proceeding may be asserted, brought, maintained and settled by Producer either in Producer's name or in Grantor's name, in Producer's sole discretion. Grantor agrees to execute any documents and do any acts reasonably required by Producer for the prosecution and enforcement of such actions, proceedings, and resulting judgments, recoveries and awards. Grantor hereby irrevocably appoints Producer his attorney-in-fact to do all acts and to execute all documents which Grantor could lawfully do and execute in prosecuting and enforcing such actions, proceedings, and resulting judgments, recoveries and awards, this power being coupled with an interest and therefore irrevocable. The proceeds of all such judgments, recoveries and awards shall be Producer's sole, absolute and exclusive property, and Grantor shall have no interest therein.

E. Default; Remedies.

1. Producer's Default. If Producer breaches any representation, warranty or agreement contained herein, or fails in any material way to perform its obligations hereunder, then Grantor's sole remedy shall be an action at law for damages (if any), subject to the arbitration provisions of this Agreement. Without limiting the generality of the foregoing, in no event shall Grantor have any rights whatsoever: to terminate or rescind this Agreement; to enjoin or interfere with in any way the production of *THE VAPORS* or any of the Productions; to enjoin or interfere in any way

with Producer's exercise of the DER or use of the Acquired Rights; to rescind, cancel or nullify this Agreement or any terms provided herein; or to obtain any form of injunctive or other equitable relief. In no event whatsoever shall the Acquired Rights be subject to revocation by Grantor, his heirs, assigns, devisees, or any other party deriving any of the Acquired Rights from Grantor.

2. Grantor's Default. If Grantor breaches any representation, warranty or agreement contained herein, or fails in any material way to perform his obligations hereunder, then Producer may, in addition to any other rights or remedies which it may have at law or in equity, under this Agreement or otherwise, terminate this Agreement in its entirety and thereafter Producer shall be relieved of any obligations to Grantor hereunder.

F. Further Instruments and Documents. Grantor agrees to execute such documents and do such other acts and deeds as may be reasonably required by Producer, its successors, assignees, or licensees to further evidence or effectuate Producer's rights, title, properties or interest hereunder, and hereby irrevocably appoints Producer Grantor's attorney-in-fact for the purposes of execution, acknowledgement, delivery, and recordation of documents evidencing or effecting such rights, this power being coupled with an interest and therefore irrevocable.

G. Relationship of the Parties; No Third-Party Beneficiaries. As between Grantor and Producer, Grantor shall be an independent contractor. Nothing herein creates between Producer and Grantor an employer-employee relationship, joint venture, partnership, agency, or lease agreement, and neither party shall hold itself out contrary to the terms of this paragraph and neither party shall become liable by any representation, act or omission of the other contrary to the terms herein. Producer will not make available to Grantor any employment benefits, and will not withhold any sums for income or other taxes, unemployment insurance, social security or any other withholding relating to the Services, pursuant to any law or requirement of any governmental entity, and Grantor agrees that all such payments, withholdings, and benefits, if any, are the sole responsibility of Grantor.

H. Arbitration. Producer and Grantor agree to have any dispute that arises from or relates to this Agreement, including any and all disputes that relate to the scope and effect of the release, waiver and further covenants, the Productions, the DER, the Acquired Rights, and including but not limited to claims relating to any civil rights statute, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright, decided only by binding arbitration in accordance with the rules of the American Arbitration Association and not by court, commission or administrative action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither party shall have the right of discovery in such arbitration action. Provided, however, that nothing in this paragraph shall require Producer to arbitrate claims against any person, firm, corporation or other entity, excluding only Grantor.

I. Miscellaneous. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written representations with respect thereto, any such representations having been merged herein. Any amendment to the Agreement must be in writing and signed by both parties. No provision of the Agreement may be waived except in writing signed by the party against whom enforcement of the waiver is sought. If any provision contained in this Agreement is found in a court having jurisdiction or any dispute resolution proceeding, including arbitration, to be unenforceable or invalid, such provision shall be unenforceable or invalid only to the extent necessary to bring it within the legal requirements, and all other provisions contained herein shall remain in full force and effect and enforceable according to their terms. Nothing herein shall be construed so as to require the commission of any act contrary to applicable law, and wherever there is any conflict between any provision of this Agreement and applicable law, contrary to which the parties hereto have no legal right to contract, the latter shall prevail, but then any provision of this Agreement so affected shall be limited only to the extent necessary to bring it within the legal requirements, and all other provisions of this Agreement not so contrary shall remain in full force and effect. The Agreement shall be construed and interpreted pursuant to the laws of the State of California applicable to contracts made and fully performed entirely therein, and the parties consent to the jurisdiction of the courts of the State of California, including the federal courts located in California should federal jurisdictional requirements exist, in any action brought to enforce or otherwise relating to this Agreement.

IN WITNESS WHEREOF, THE PARTIES HEREOF HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

PRODUCER

GRANTOR

By _____

[Signature of Grantor]

Its: Chief Executive Officer

[Grantor's address]

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This Agreement (the "Agreement") memorializes the acquisition by The Vapors, Inc. , a Wyoming corporation ("Producer"), of the life story rights of Antonio Hardy also known as Big Daddy Kane, an individual residing in the State of North Carolina ("Grantor").

WHEREAS, Producer wishes to produce and distribute a feature-film entitled *The Vapors* and related productions, which recount actual events and/or fictionalize material regarding the life of Antonio Hardy and the music he produced during the years of 1980 through 1990; and

WHEREAS, Grantor wishes to grant exclusively to Producer all rights, title, authority and permission to produce and distribute *The Vapors* and related productions; NOW THEREFORE, in consideration of the promises, representations, warranties, covenants, conditions and other obligations herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

I

ACQUISITION OF RIGHTS

A. Irrevocable Grant and Acquisition; the Acquired Rights. Grantor hereby irrevocably grants, assigns, conveys and transfers to Producer, and Producer hereby acquires the Grantor's Life Story Rights as defined in paragraph C of this Part I, for Producer's use in the Productions, as defined in paragraph B of this Part I, including the feature-film *The Vapors*. The grant of Life Story Rights made hereby shall include the full and exclusive rights, title, property, privileges, covenants, authority and permission to use such rights in and in connection with the Productions and the Distribution and Exploitation Rights, as defined in paragraph B of this Part I (the Life Story Rights and the Distribution and Exploitation Rights, collectively, identified herein as the "Acquired Rights").

B. The Productions; Distribution and Exploitation Rights. The Life Story Rights may be used perpetually and exclusively in and in connection with: (1) motion pictures (whether intended for theatrical exhibition, videogram distribution, television broadcast or otherwise, and including without limitation, all prequels, sequels and remakes), television productions (including without limitation series, MOW's, and miniseries, and whether live, taped or filmed), videogram (DVD, videocassette, video disc, laser disc or other homevideo format), live dramatic or stage productions, all forms of broadcast (including without limitation radio, cable, internet and satellite), publication (including without limitation, novelizations, transcripts, screenplays, scripts, and teleplays), theme and amusement parks, soundtracks and sound recordings, merchandising, commercial tie-ups and tie-ins, and any and all ancillary and allied media, formats, products, productions and programs of any and every kind, whether now in existence or

hereafter devised, and the advertising, marketing, promotion, and publicity in connection with any and all of the foregoing (collectively, the "Productions"); and (2) the transmission, distribution, exhibition, broadcast, and commercial exploitation of any and every kind, now in existence or hereafter devised, including without limitation theatrical distribution and exhibition, television (commercially sponsored, in whole or in part, sustaining and subscription, satellite, cable or cable modem, PPV, VOD, NVOD, or other), videogram (DVD, videocassette, video disc, laser disc or other homevideo format), all forms of broadcast (radio, cable, internet, satellite and other), all merchandising (including commercial tie-ups and tie-ins), and any other form of commercial exploitation in any medium (the content in this subparagraph (2), collectively, identified herein as the "Distribution and Exploitation Rights" or "DER").

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3. the property and/or personal rights in Grantor's right of publicity and right of privacy insofar as such rights appertain to the any of the rights expressly granted herein, the Productions, and/or the DER; and

4. the right to institute and prosecute, in Producer's sole discretion, any and all actions or proceedings at law or in equity for: the violation of, or impairing or impeding of any of the Acquired Rights, including without limitation, actions for defamation of Grantor and violation of Grantor's rights of publicity or privacy; and the protection of any other of the rights, property, covenants, and privileges herein acquired by Producer.

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foregoing. Grantor acknowledges and agrees that Producer: has not made and shall not make any representation or promise regarding the genre, tone, nature, or thematic or narrative content of the Productions, or the manner or light in which Grantor may be portrayed in the Productions; and may add to, subtract from, dramatize, change, interpolate, and adapt Grantor's life story or any part thereof, and may use any actual events or scenarios in conjunction with any other material, or property of any kind in the Productions and in connection with the DER. Grantor acknowledges and agrees that Producer may in its sole discretion refrain from using Grantor's real name, and may use a pseudonym which will be similar or dissimilar to Grantor's real name.

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Compensation:

- A. The sum of twenty five thousand dollars (\$25,000) due upon commencement of principle photography.
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REPRESENTATIONS AND WARRANTIES

Grantor represents, warrants and agrees that:

- A. Grantor has not previously granted, assigned, licensed, encumbered, sold, transferred or otherwise disposed of any of the Acquired Rights, and in particular and without limiting the generality of the foregoing, Grantor has not written an autobiography and has not authorized any party to write a biography of Grantor;
- B. Grantor has the right to grant the Acquired Rights, and possesses the Acquired Rights free and clear of any encumbrance, lien or claim of any third party;
- C. Grantor shall not hereafter grant, assign, license, encumber, sell, transfer or otherwise dispose of any or all of the Acquired Rights, and shall not grant, assign, license, encumber, sell, transfer or otherwise dispose of any rights, property, privileges or covenants similar to, competing with, or diminishing the value of any of or any part of the Acquired Rights;
- D. Grantor shall neither publicize nor authorize the publicity of the preparation, negotiation, or execution of this Agreement, without the written consent of Producer. Nor shall Grantor publicize or authorize the publicity of the fact that Producer is producing, distributing, or exploiting *The Vapors* or any of the Productions, without the written consent of Producer.
- E. The Interview Content, as defined in Part VI of this Agreement, to the extent it is characterized as factual, shall be true; and the Interview Content, to the extent it is subject to copyright protection, shall not infringe the copyright of any other person, firm or corporation.
- F. Grantor shall abide by and comply full with its indemnification obligations outlined in Part V of this Agreement.

V

INDEMNITIES

Grantor shall defend, indemnify, save and hold harmless Producer and its successors, assigns, principals, agents, attorneys, directors, managers, officers and employees from and against any and all damages, charges, costs, expenses (including reasonable attorney's fees), losses, actions, judgments, penalties, recoveries, awards and other losses of any and every kind which may be obtained against, imposed on, or incurred, sustained, or paid by Producer or its successors, assigns, principals, agents, attorneys, directors, managers, officers and employees, which damages, charges, costs, expenses, losses, actions, judgments, penalties, recoveries, awards or other losses arise or result from or in conjunction with, or by reason of, or relate to the breach of any warranty, representation, covenant, agreement, obligation or undertaking of or made by Grantor in this Agreement.

VI

GRANTOR'S INTERVIEW AND CONSULTATIONS;

ADDITIONAL RELEASES

A. Interviews. At Producer's request, Grantor agrees to be interviewed by, and consult with Producer and Producer's designated agents or representatives with respect to the Productions at reasonable times and places, subject to Grantor's availability. Grantor shall not give interviews relating to Grantor's life story or the Acquired Rights to any person, firm or corporation, excluding only Producer and its designated agents or representatives. Grantor hereby grants to Producer the sole, exclusive, irrevocable and unconditional right to use any information, episodes, exploits, events, incidents, personal experiences, incidents, situations and events (the "Interview Content") conveyed or disclosed in such interviews in and in connection with the Productions.

B. Additional Releases. Grantor agrees, if requested by Producer, to seek releases in form and substance acceptable to Producer from any third party or parties who may be portrayed in the Productions or whose release may be required in connection with the Productions and the DER.

VII

RELEASE, WAIVERS, AND FURTHER COVENANTS

A. Release. Grantor, for himself and his agents, successors and assigns, and each of them, acting on their behalf, hereby unconditionally releases and forever discharges Producer and its successors, assigns, officers, directors, principals, managers, members, agents, representatives, attorneys, and insurers, and all of their respective predecessors, successors, and assigns, from any and all past, present and future claims, causes of action, suits, demands, debts, losses or damages of any kind, whether based in contract, tort, statutory or other legal or equitable theory of recovery, whether now known or unknown, suspected or unsuspected, existing, claimed to exist or which can hereinafter exist, including without limitation any claims that arise or which could be claimed to

arise out of or in connection with, or related in any way to, the Productions and/or Producer's use of the Acquired Rights, or any of them. Without limiting the foregoing, this release is intended to include any and all past, present and future claims, causes of action, suits or demands, based upon any civil rights statute, libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the Acquired Rights, or based upon any failure of or omission by Producer to make use of any or all of the Acquired Rights.

B. Release of Unknown and Unsuspected Claims; Section 1542 Waiver. This Agreement also constitutes a complete release of unknown claims. Thus, in entering into this Agreement, **Grantor also knowingly waives the provisions of Section 1542 of the Civil Code of the State of California, which reads:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Having read the above with full understanding of its meaning, Grantor makes the following statement and places his initials adjacent to same:

"In full understanding of the above language regarding my complete and absolute release of claims relating to my life story, *THE VAPORS*, and the related Productions, I have placed my initials here: _____ [GRANTOR'S INITIALS]

C. Further Covenants; Strict Compliance. Grantor further covenants not to sue or bring or join in any type of claim, action, proceeding or investigation against Producer, person or business entity released herein based upon or related to in any way to any matters covered by this Part VII. Grantor expressly acknowledges that any and all attorneys' fees and other costs and expenses incurred in defending any suit, claim, action, investigation or proceeding brought in breach of this covenant shall constitute part of the measure of damages, pursuant to California Civil Code Section 3300, recoverable for any such breach. The Parties acknowledge and agree that the terms of this Part VII are of the essence of this Agreement, and agree that strict compliance with its terms shall be required.

VIII

GENERAL PROVISIONS

A. Assignment. The Agreement and all rights herein shall inure to the benefit of Producer's successors, assigns, licensees and grantees and associated, affiliated and subsidiary companies, and Producer shall have the right to freely assign the Agreement and/or any of Producer's rights hereunder to any person, firm, corporation, or other entity. Producer shall have the right at any time to sell, transfer or assign all or any of its rights in and to *THE VAPORS* and any or all of the Productions, the physical materials and copyright thereof, and the agreements with Producer's licensees, assignees, sales agents, distributors and subdistributors. Any assignment shall be

subject to Grantor's rights hereunder, provided Producer shall only be released and discharged of and from any further liability or obligation hereunder if such Assignee is a major or mini-major studio-distributor. The Agreement is non-assignable by the Grantor.

B. Payments. All payments owing to Grantor shall be paid directly to Grantor at the address provided in this Agreement. The date of mailing of any payment to Grantor shall be the date of such payment. In no event shall Producer's failure to pay any amounts to Grantor be deemed to constitute a breach by Producer which entitles Grantor to rescission or other injunctive relief, Grantor's sole remedy being an arbitration seeking damages (if any) as provided in paragraph H of this Part VIII.

C. Notices. Notices to Producer must be given in writing, and all written notices to Grantor or to Producer shall be given as set forth in this paragraph. Either Grantor or Producer may hereafter designate a substitute address by written notice to the other. Written notices shall be delivered by registered mail to the address set out below, or transmitted by facsimile (provided there is written confirmation of receipt of such transmission). The date of mailing or transmission of any such notice shall be deemed the date of service thereof.

To Grantor:

To Producer:

The Vapors, Inc.

c/o Indie Film Xchange

115 East 57th Street 11th Floor

New York, NY 10022

D. Action and Settlement of Claims; Appointment of Attorney-in-Fact.

Producer's right to institute and prosecute actions or proceedings for the violation or impairment of the Acquired Rights, shall include actions or proceedings at law or in equity for: the violation of, or impairing or impeding any of the Life Story Rights granted and acquired hereunder, including without limitation, actions for defamation of Grantor and violation of Grantor's rights of publicity or privacy; and the protection of any of the rights, property, covenants, and privileges herein acquired. Producer's rights under this paragraph shall be exercised in Producer's sole discretion and under Producer's sole and absolute control, and any such action or proceeding may be asserted, brought, maintained and settled by Producer either in Producer's name or in Grantor's name, in Producer's sole discretion. Grantor agrees to execute any documents and do any acts reasonably required by Producer for the prosecution and enforcement of such actions, proceedings, and resulting judgments, recoveries and awards. Grantor hereby irrevocably appoints Producer his attorney-in-fact to do all acts and to execute all documents which Grantor could lawfully do and execute in prosecuting and enforcing such actions, proceedings, and resulting judgments, recoveries and awards, this power being coupled with an interest and therefore irrevocable. The proceeds of all such judgments, recoveries and awards shall be Producer's sole, absolute and exclusive property, and Grantor shall have no interest therein.

E. Default; Remedies.

1. Producer's Default. If Producer breaches any representation, warranty or agreement contained herein, or fails in any material way to perform its obligations hereunder, then Grantor's sole remedy shall be an action at law for damages (if any), subject to the arbitration provisions of this Agreement. Without limiting the generality of the foregoing, in no event shall Grantor have any rights whatsoever: to terminate or rescind this Agreement; to enjoin or interfere with in any way the production of *THE VAPORS* or any of the Productions; to enjoin or interfere in any way

with Producer's exercise of the DER or use of the Acquired Rights; to rescind, cancel or nullify this Agreement or any terms provided herein; or to obtain any form of injunctive or other equitable relief. In no event whatsoever shall the Acquired Rights be subject to revocation by Grantor, his heirs, assigns, devisees, or any other party deriving any of the Acquired Rights from Grantor.

2. Grantor's Default. If Grantor breaches any representation, warranty or agreement contained herein, or fails in any material way to perform his obligations hereunder, then Producer may, in addition to any other rights or remedies which it may have at law or in equity, under this Agreement or otherwise, terminate this Agreement in its entirety and thereafter Producer shall be relieved of any obligations to Grantor hereunder.

F. Further Instruments and Documents. Grantor agrees to execute such documents and do such other acts and deeds as may be reasonably required by Producer, its successors, assignees, or licensees to further evidence or effectuate Producer's rights, title, properties or interest hereunder, and hereby irrevocably appoints Producer Grantor's attorney-in-fact for the purposes of execution, acknowledgement, delivery, and recordation of documents evidencing or effecting such rights, this power being coupled with an interest and therefore irrevocable.

G. Relationship of the Parties; No Third-Party Beneficiaries. As between Grantor and Producer, Grantor shall be an independent contractor. Nothing herein creates between Producer and Grantor an employer-employee relationship, joint venture, partnership, agency, or lease agreement, and neither party shall hold itself out contrary to the terms of this paragraph and neither party shall become liable by any representation, act or omission of the other contrary to the terms herein. Producer will not make available to Grantor any employment benefits, and will not withhold any sums for income or other taxes, unemployment insurance, social security or any other withholding relating to the Services, pursuant to any law or requirement of any governmental entity, and Grantor agrees that all such payments, withholdings, and benefits, if any, are the sole responsibility of Grantor.

H. Arbitration. Producer and Grantor agree to have any dispute that arises from or relates to this Agreement, including any and all disputes that relate to the scope and effect of the release, waiver and further covenants, the Productions, the DER, the Acquired Rights, and including but not limited to claims relating to any civil rights statute, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright, decided only by binding arbitration in accordance with the rules of the American Arbitration Association and not by court, commission or administrative action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither party shall have the right of discovery in such arbitration action. Provided, however, that nothing in this paragraph shall require Producer to arbitrate claims against any person, firm, corporation or other entity, excluding only Grantor.

I. Miscellaneous. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written representations with respect thereto, any such representations having been merged herein. Any amendment to the Agreement must be in writing and signed by both parties. No provision of the Agreement may be waived except in writing signed by the party against whom enforcement of the waiver is sought. If any provision contained in this Agreement is found in a court having jurisdiction or any dispute resolution proceeding, including arbitration, to be unenforceable or invalid, such provision shall be unenforceable or invalid only to the extent necessary to bring it within the legal requirements, and all other provisions contained herein shall remain in full force and effect and enforceable according to their terms. Nothing herein shall be construed so as to require the commission of any act contrary to applicable law, and wherever there is any conflict between any provision of this Agreement and applicable law, contrary to which the parties hereto have no legal right to contract, the latter shall prevail, but then any provision of this Agreement so affected shall be limited only to the extent necessary to bring it within the legal requirements, and all other provisions of this Agreement not so contrary shall remain in full force and effect. The Agreement shall be construed and interpreted pursuant to the laws of the State of California applicable to contracts made and fully performed entirely therein, and the parties consent to the jurisdiction of the courts of the State of California, including the federal courts located in California should federal jurisdictional requirements exist, in any action brought to enforce or otherwise relating to this Agreement.

IN WITNESS WHEREOF, THE PARTIES HEREOF HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

PRODUCER

GRANTOR

By _____

[signature of Grantor]

Its:

[Grantor's address]

THE VAPORS, INC.
c/o Indie Film Xchange
115 West 57th Street 11th Fl
New York, NY 10022
Tel. 212 939.7527
Fax 212 531.6195

LIFE STORY RIGHTS ACQUISITION AGREEMENT

This Agreement (the "Agreement") memorializes the acquisition by The Vapors, Inc. , a Wyoming corporation ("Producer"), of the life story rights of Dr. Lolita Gooden also known as Roxanne Shante, an individual residing in the State of New York("Grantor").

WHEREAS, Producer wishes to produce and distribute a feature-film entitled *The Vapors* and related productions, which recount actual events and/or fictionalize material regarding the life of Roxanne Shante and the music she produced during the years of 1980 through 1990; and

WHEREAS, Grantor wishes to grant exclusively to Producer all rights, title, authority and permission to produce and distribute *The Vapors* and related productions; NOW THEREFORE, in consideration of the promises, representations, warranties, covenants, conditions and other obligations herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

I

ACQUISITION OF RIGHTS

A. Irrevocable Grant and Acquisition; the Acquired Rights. Grantor hereby irrevocably grants, assigns, conveys and transfers to Producer, and Producer hereby acquires the Grantor's Life Story Rights as defined in paragraph C of this Part I, for Producer's use in the Productions, as defined in paragraph B of this Part I, including the feature-film *The Vapors*. The grant of Life Story Rights made hereby shall include the full and exclusive rights, title, property, privileges, covenants, authority and permission to use such rights in and in connection with the Productions and the Distribution and Exploitation Rights, as defined in paragraph B of this Part I (the Life Story Rights and the Distribution and Exploitation Rights, collectively, identified herein as the "Acquired Rights").

B. The Productions; Distribution and Exploitation Rights. The Life Story Rights may be used perpetually and exclusively in and in connection with: (1) motion pictures (whether intended for theatrical exhibition, videogram distribution, television broadcast or otherwise, and including without limitation, all prequels, sequels and remakes), television productions (including without limitation series, MOW's, and miniseries, and whether live, taped or filmed), videogram (DVD, videocassette, video disc, laser disc or other homevideo format), live dramatic or stage productions, all forms of broadcast (including without limitation radio, cable, internet and satellite), publication (including without limitation, novelizations, transcripts, screenplays, scripts, and teleplays), theme and amusement parks, soundtracks and sound recordings, merchandising, commercial tie-ups and tie-ins, and any and all ancillary and allied media, formats, products,

productions and programs of any and every kind, whether now in existence or hereafter devised, and the advertising, marketing, promotion, and publicity in connection with any and all of the foregoing (collectively, the "Productions"); and (2) the transmission, distribution, exhibition, broadcast, and commercial exploitation of any and every kind, now in existence or hereafter devised, including without limitation theatrical distribution and exhibition, television (commercially sponsored, in whole or in part, sustaining and subscription, satellite, cable or cable modem, PPV, VOD, NVOD, or other), videogram (DVD, videocassette, video disc, laser disc or other homevideo format), all forms of broadcast (radio, cable, internet, satellite and other), all merchandising (including commercial tie-ups and tie-ins), and any other form of commercial exploitation in any medium (the content in this subparagraph (2), collectively, identified herein as the "Distribution and Exploitation Rights" or "DER").

C. Life Story Rights. The Life Story Rights shall include without limitation:

1. the right to use, depict, portray, impersonate and represent, in whole or in part, Grantor's name or any variant, substitute or alternative therefor or thereof, and Grantor's picture, likeness, voice, characterization, personality, personal identification, photograph, portrait or representation or any simulation of any of the foregoing in and in connection with the Productions;

2. the right to use, depict, portray and represent, in whole or in part, Grantor's life and all episodes, exploits, events, incidents, personal experiences, incidents, situations and events which heretofore occurred or hereafter occur, or any simulation of any of the foregoing in and in connection with the Productions;

3. the property and/or personal rights in Grantor's right of publicity and right of privacy insofar as such rights appertain to the any of the rights expressly granted herein, the Productions, and/or the DER; and

4. the right to institute and prosecute, in Producer's sole discretion, any and all actions or proceedings at law or in equity for: the violation of, or impairing or impeding of any of the Acquired Rights, including without limitation, actions for defamation of Grantor and violation of Grantor's rights of publicity or privacy; and the protection of any other of the rights, property, covenants, and privileges herein acquired by Producer.

D. Unconditional, Irrevocable, Exclusive, Perpetual and Universal. The Acquired Rights shall be unconditional, irrevocable, exclusive, and perpetual, and shall subsist worldwide and throughout the universe, as now understood or hereafter discovered.

E. No Reservation of Rights. The grant of the Acquired Rights hereunder shall be complete and without exception, and Grantor reserves none of his Life Story Rights and reserves none of the Distribution and Exploitation Rights.

F. No Representations Regarding Portrayal; Unrestricted Right to Fictionalize; Use of Alternative Name. The Life Story Rights shall include: (a) the right to portray Grantor by live actors, animation, sound recording or any other feasible means by actors, performers, or present or future technology, which actors, animation, sound recording, or feasible means may or may not resemble Grantor; and (b) the right to use

historical, factual or fictional scenes, action and dialogue, or any combination of the foregoing. Grantor acknowledges and agrees that Producer: has not made and shall not make any representation or promise regarding the genre, tone, nature, or thematic or narrative content of the Productions, or the manner or light in which Grantor may be portrayed in the Productions; and may add to, subtract from, dramatize, change, interpolate, and adapt Grantor's life story or any part thereof, and may use any actual events or scenarios in conjunction with any other material, or property of any kind in the Productions and in connection with the DER. Grantor acknowledges and agrees that Producer may in its sole discretion refrain from using Grantor's real name, and may use a pseudonym which will be similar or dissimilar to Grantor's real name.

G. No Obligation. Producer shall have no obligation whatsoever: (1) to use any of the Life Story Rights in or in connection with the Productions or the DER; (2) to use Grantor's actual name, voice, likeness or picture in *The Vapors* or any of the Productions; (3) to produce *The Vapors* or any of the Productions; and /or (4) to distribute, transmit, exhibit, perform or exploit *The Vapors* or any of the Productions.

H. Public Domain; No Diminishment of Rights. Producer and its successors, assigns and licensees shall retain the same rights, licenses, liberties and privileges as any member of the general public with respect to Grantor's life story and the production, distribution or exploitation of any productions based thereon or related thereto, and neither Producer's entering into this Agreement, nor anything contained herein, nor any consultations or interviews with Grantor or any others in connection with this Agreement shall be construed to be prejudicial to, operate in derogation of, or diminish such rights, licenses, liberties and privileges.

II

GRANTOR'S MONETARY CONSIDERATION

Provided Grantor fully and faithfully complies with each and every of his obligations, promises, covenants, representations and warranties hereunder, and provided Grantor is not in breach or default of this Agreement, Producer agrees to pay and Grantor agrees to accept as full consideration for the Acquired Rights and Grantor's obligations, promises, covenants, representations and warranties hereunder, the following:

Compensation:

- A. The sum of one hundred thousand dollars (\$100,000) due upon commencement of principle photography.
- B. Fifty thousand (50,000) shares of voting Common Stock of The Vapors, Inc. and
- C. One seat on the Board of Directors of The Vapors, Inc.
- D. On screen credit as Associate Producer

III

CONDITIONS PRECEDENT

All of Producer's promises, covenants and other obligations hereunder, including the obligation to pay Grantor's Monetary Consideration as provided in Part II of this Agreement, are expressly conditioned upon and subject to occurrence of Producer's receipt of fully executed originals or original counterparts of:

- A. IRS Form W-9 executed by Grantor; and
- B. This Agreement.

IV

REPRESENTATIONS AND WARRANTIES

Grantor represents, warrants and agrees that:

- A. Grantor has not previously granted, assigned, licensed, encumbered, sold, transferred or otherwise disposed of any of the Acquired Rights, and in particular and without limiting the generality of the foregoing, Grantor has not written an autobiography and has not authorized any party to write a biography of Grantor;
- B. Grantor has the right to grant the Acquired Rights, and possesses the Acquired Rights free and clear of any encumbrance, lien or claim of any third party;
- C. Grantor shall not hereafter grant, assign, license, encumber, sell, transfer or otherwise dispose of any or all of the Acquired Rights, and shall not grant, assign, license, encumber, sell, transfer or otherwise dispose of any rights, property, privileges or covenants similar to, competing with, or diminishing the value of any of or any part of the Acquired Rights;
- D. Grantor shall neither publicize nor authorize the publicity of the preparation, negotiation, or execution of this Agreement, without the written consent of Producer. Nor shall Grantor publicize or authorize the publicity of the fact that Producer is producing, distributing, or exploiting *The Vapors* or any of the Productions, without the written consent of Producer.
- E. The Interview Content, as defined in Part VI of this Agreement, to the extent it is characterized as factual, shall be true; and the Interview Content, to the extent it is subject to copyright protection, shall not infringe the copyright of any other person, firm or corporation.
- F. Grantor shall abide by and comply fully with its indemnification obligations outlined in Part V of this Agreement.

V

INDEMNITIES

Grantor shall defend, indemnify, save and hold harmless Producer and its successors, assigns, principals, agents, attorneys, directors, managers, officers and employees from and against any and all damages, charges, costs, expenses (including reasonable attorney's fees), losses, actions, judgments, penalties, recoveries, awards and other losses of any and every kind which may be obtained against, imposed on, or incurred, sustained, or paid by Producer or its successors, assigns, principals, agents, attorneys, directors, managers, officers and employees, which damages, charges, costs, expenses, losses, actions, judgments, penalties, recoveries, awards or other losses arise or result from or in conjunction with, or by reason of, or relate to the breach of any warranty, representation, covenant, agreement, obligation or undertaking of or made by Grantor in this Agreement.

VI

GRANTOR'S INTERVIEW AND CONSULTATIONS;

ADDITIONAL RELEASES

- A. Interviews.** At Producer's request, Grantor agrees to be interviewed by, and consult with Producer and Producer's designated agents or representatives with respect to the Productions at reasonable times and places, subject to Grantor's availability. Grantor shall not give interviews relating to Grantor's life story or the Acquired Rights to any person, firm or corporation, excluding only Producer and its designated agents or representatives. Grantor hereby grants to Producer the sole, exclusive, irrevocable and unconditional right to use any information, episodes, exploits, events, incidents, personal experiences, incidents, situations and events (the "Interview Content") conveyed or disclosed in such interviews in and in connection with the Productions.
- B. Additional Releases.** Grantor agrees, if requested by Producer, to seek releases in form and substance acceptable to Producer from any third party or parties who may be portrayed in the Productions or whose release may be required in connection with the Productions and the DER.

VII

RELEASE, WAIVERS, AND FURTHER COVENANTS

- A. Release.** Grantor, for herself and her agents, successors and assigns, and each of them, acting on their behalf, hereby unconditionally releases and forever discharges Producer and its successors, assigns, officers, directors, principals, managers, members, agents, representatives, attorneys, and insurers, and all of their respective predecessors, successors, and assigns, from any and all past, present and future claims, causes of action, suits, demands, debts, losses or damages of any kind, whether based in contract, tort, statutory or other legal or equitable theory of recovery, whether now known or

unknown, suspected or unsuspected, existing, claimed to exist or which can hereinafter exist, including without limitation any claims that arise or which could be claimed to arise out of or in connection with, or related in any way to, the Productions and/or Producer's use of the Acquired Rights, or any of them. Without limiting the foregoing, this release is intended to include any and all past, present and future claims, causes of action, suits or demands, based upon any civil rights statute, libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the Acquired Rights, or based upon any failure of or omission by Producer to make use of any or all of the Acquired Rights.

B. Release of Unknown and Unsuspected Claims; Section 1542 Waiver. This Agreement also constitutes a complete release of unknown claims. Thus, in entering into this Agreement, **Grantor also knowingly waives the provisions of Section 1542 of the Civil Code of the State of California, which reads:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Having read the above with full understanding of its meaning, Grantor makes the following statement and places his initials adjacent to same:

"In full understanding of the above language regarding my complete and absolute release of claims relating to my life story, *THE VAPORS*, and the related Productions, I have placed my initials here: _____[GRANTOR'S INITIALS]

C. Further Covenants; Strict Compliance. Grantor further covenants not to sue or bring or join in any type of claim, action, proceeding or investigation against Producer, person or business entity released herein based upon or related to in any way to any matters covered by this Part VII. Grantor expressly acknowledges that any and all attorneys' fees and other costs and expenses incurred in defending any suit, claim, action, investigation or proceeding brought in breach of this covenant shall constitute part of the measure of damages, pursuant to California Civil Code Section 3300, recoverable for any such breach. The Parties acknowledge and agree that the terms of this Part VII are of the essence of this Agreement, and agree that strict compliance with its terms shall be required.

VIII

GENERAL PROVISIONS

A. Assignment. The Agreement and all rights herein shall inure to the benefit of Producer's successors, assigns, licensees and grantees and associated, affiliated and subsidiary companies, and Producer shall have the right to freely assign the Agreement and/or any of Producer's rights hereunder to any person, firm, corporation, or other entity. Producer shall have the right at any time to sell, transfer or assign all or any of its rights in and to *THE VAPORS* and any or all of the Productions, the physical

materials and copyright thereof, and the agreements with Producer's licensees, assignees, sales agents, distributors and subdistributors. Any assignment shall be subject to Grantor's rights hereunder, provided Producer shall only be released and discharged of and from any further liability or obligation hereunder if such Assignee is a major or mini-major studio-distributor. The Agreement is non-assignable by the Grantor.

B. Payments. All payments owing to Grantor shall be paid directly to Grantor at the address provided in this Agreement. The date of mailing of any payment to Grantor shall be the date of such payment. In no event shall Producer's failure to pay any amounts to Grantor be deemed to constitute a breach by Producer which entitles Grantor to rescission or other injunctive relief, Grantor's sole remedy being an arbitration seeking damages (if any) as provided in paragraph H of this Part VIII.

C. Notices. Notices to Producer must be given in writing, and all written notices to Grantor or to Producer shall be given as set forth in this paragraph. Either Grantor or Producer may hereafter designate a substitute address by written notice to the other. Written notices shall be delivered by registered mail to the address set out below, or transmitted by facsimile (provided there is written confirmation of receipt of such transmission). The date of mailing or transmission of any such notice shall be deemed the date of service thereof.

To Grantor:

To Producer:

D. Action and Settlement of Claims; Appointment of Attorney-in-Fact.

Producer's right to institute and prosecute actions or proceedings for the violation or impairment of the Acquired Rights, shall include actions or proceedings at law or in equity for: the violation of, or impairing or impeding any of the Life Story Rights granted and acquired hereunder, including without limitation, actions for defamation of Grantor and violation of Grantor's rights of publicity or privacy; and the protection of any of the rights, property, covenants, and privileges herein acquired. Producer's rights under this paragraph shall be exercised in Producer's sole discretion and under Producer's sole and absolute control, and any such action or proceeding may be asserted, brought, maintained and settled by Producer either in Producer's name or in Grantor's name, in Producer's sole discretion. Grantor agrees to execute any documents and do any acts reasonably required by Producer for the prosecution and enforcement of such actions, proceedings, and resulting judgments, recoveries and awards. Grantor hereby irrevocably appoints Producer his attorney-in-fact to do all acts and to execute all documents which Grantor could lawfully do and execute in prosecuting and enforcing such actions, proceedings, and resulting judgments, recoveries and awards, this power being coupled with an interest and therefore irrevocable. The proceeds of all such judgments, recoveries and awards shall be Producer's sole, absolute and exclusive property, and Grantor shall have no interest therein.

E. Default; Remedies.

1. Producer's Default. If Producer breaches any representation, warranty or agreement contained herein, or fails in any material way to perform its obligations hereunder, then Grantor's sole remedy shall be an action at law for damages (if any), subject to the arbitration provisions of this Agreement. Without limiting the generality of the foregoing, in no event shall Grantor have any rights whatsoever: to terminate or rescind this Agreement; to enjoin or interfere with in any way the production of *THE VAPORS* or any of the Productions; to enjoin or interfere in any way

with Producer's exercise of the DER or use of the Acquired Rights; to rescind, cancel or nullify this Agreement or any terms provided herein; or to obtain any form of injunctive or other equitable relief. In no event whatsoever shall the Acquired Rights be subject to revocation by Grantor, his heirs, assigns, devisees, or any other party deriving any of the Acquired Rights from Grantor.

2. Grantor's Default. If Grantor breaches any representation, warranty or agreement contained herein, or fails in any material way to perform his obligations hereunder, then Producer may, in addition to any other rights or remedies which it may have at law or in equity, under this Agreement or otherwise, terminate this Agreement in its entirety and thereafter Producer shall be relieved of any obligations to Grantor hereunder.

F. Further Instruments and Documents. Grantor agrees to execute such documents and do such other acts and deeds as may be reasonably required by Producer, its successors, assignees, or licensees to further evidence or effectuate Producer's rights, title, properties or interest hereunder, and hereby irrevocably appoints Producer Grantor's attorney-in-fact for the purposes of execution, acknowledgement, delivery, and recordation of documents evidencing or effecting such rights, this power being coupled with an interest and therefore irrevocable.

G. Relationship of the Parties; No Third-Party Beneficiaries. As between Grantor and Producer, Grantor shall be an independent contractor. Nothing herein creates between Producer and Grantor an employer-employee relationship, joint venture, partnership, agency, or lease agreement, and neither party shall hold itself out contrary to the terms of this paragraph and neither party shall become liable by any representation, act or omission of the other contrary to the terms herein. Producer will not make available to Grantor any employment benefits, and will not withhold any sums for income or other taxes, unemployment insurance, social security or any other withholding relating to the Services, pursuant to any law or requirement of any governmental entity, and Grantor agrees that all such payments, withholdings, and benefits, if any, are the sole responsibility of Grantor.

H. Arbitration. Producer and Grantor agree to have any dispute that arises from or relates to this Agreement, including any and all disputes that relate to the scope and effect of the release, waiver and further covenants, the Productions, the DER, the Acquired Rights, and including but not limited to claims relating to any civil rights statute, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright, decided only by binding arbitration in accordance with the rules of the American Arbitration Association and not by court, commission or administrative action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither party shall have the right of discovery in such arbitration action. Provided, however, that nothing in this paragraph shall require Producer to arbitrate claims against any person, firm, corporation or other entity, excluding only Grantor.

I. Miscellaneous. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written representations with respect thereto, any such representations having been merged herein. Any amendment to the Agreement must be in writing and signed by both parties. No provision of the Agreement may be waived except in writing signed by the party against whom enforcement of the waiver is sought. If any provision contained in this Agreement is found in a court having jurisdiction or any dispute resolution proceeding, including arbitration, to be unenforceable or invalid, such provision shall be unenforceable or invalid only to the extent necessary to bring it within the legal requirements, and all other provisions contained herein shall remain in full force and effect and enforceable according to their terms. Nothing herein shall be construed so as to require the commission of any act contrary to applicable law, and wherever there is any conflict between any provision of this Agreement and applicable law, contrary to which the parties hereto have no legal right to contract, the latter shall prevail, but then any provision of this Agreement so affected shall be limited only to the extent necessary to bring it within the legal requirements, and all other provisions of this Agreement not so contrary shall remain in full force and effect. The Agreement shall be construed and interpreted pursuant to the laws of the State of California applicable to contracts made and fully performed entirely therein, and the parties consent to the jurisdiction of the courts of the State of California, including the federal courts located in California should federal jurisdictional requirements exist, in any action brought to enforce or otherwise relating to this Agreement.

IN WITNESS WHEREOF, THE PARTIES HEREOF HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

PRODUCER

GRANTOR

By _____

[signature of Grantor]

Its:

[Grantor's address]

The Vapors

Script Dated :
 Budget Draft Dated :10/30/07
 Production # :
 Start Date :Dec/Jan 2007/2008
 Finish Date :Jan 2008
 Total Days :25
 Post Weeks :12
 Holidays :
 Travel Days :

Producer :Europan Clover
 Director :Europan Clover
 Location :NYC, Phil, IA
 Prepared By :Europan Clover/Fonda Anita

| Acct No | Category Description | Page | Total |
|--|------------------------------|------|------------------|
| 3300 | SCENARIO MISCELLANEOUS | 1 | 40,000 |
| 3600 | PRODUCER | 1 | 89,215 |
| 3700 | DIRECTOR | 1 | 300,000 |
| 3800 | CAST | 1 | 635,670 |
| 4100 | AIR TRAVEL & LIVING EXPENSES | 2 | 100,983 |
| Total Above-The-Line | | | 1,165,868 |
| 4200 | EXTRAS AND STAND-INS | 3 | 33,774 |
| 4300 | PRODUCTION STAFF | 3 | 379,219 |
| 4400 | WARDROBE | 5 | 196,188 |
| 4500 | MAKEUP & HAIRDRESSING | 5 | 112,800 |
| 4700 | CAMERA | 5 | 291,907 |
| 4900 | ART DEPARTMENT/SET DRESSING | 7 | 64,040 |
| 5000 | ACTION PROPS | 7 | 17,157 |
| 5100 | PICTURE VEHICLES | 7 | 90,000 |
| 5700 | SOUND RECORDING | 8 | 87,281 |
| 5800 | SET LIGHTING | 8 | 172,788 |
| 5900 | SET OPERATION | 9 | 72,608 |
| 6000 | FACILITIES | 9 | 43,138 |
| 6300 | LOCATIONS | 10 | 104,778 |
| 6400 | TRANSPORTATION | 10 | 283,054 |
| Total Below-The-Line Production | | | 1,948,730 |
| 7000 | VISUAL EFFECTS | 11 | 13,909 |
| 7200 | EDITING | 11 | 72,990 |
| 7300 | TITLES | 11 | 1,500 |
| 7400 | MUSIC | 11 | 25,000 |
| 7600 | POST PROD. SOUND | 11 | 15,755 |
| 7900 | FILM LAB EXPENSES | 12 | 11,223 |
| Total Below-The-Line Post | | | 140,377 |
| 8500 | INSURANCE & MEDICAL EXAMS | 12 | 433,750 |
| 8700 | PUBLICITY | 12 | 31,275 |
| 8800 | MISC. UNCLASSIFIED EXPENSES | 12 | 30,000 |
| Total Below-The-Line Other | | | 495,025 |
| Total Above-The-Line | | | 1,165,868 |
| Total Below-The-Line | | | 2,584,132 |
| Total Above and Below-The-Line | | | 3,750,000 |
| Grand Total | | | 3,750,000 |

THE VAPORS

Screenplay by

Jim Yoakum and
Furqaan Clover

Screen story by
Marley Marl

Fourth Draft: April 17, 2008

(c) 2007-2008 Jim Yoakum
(r) WGA
386 Ft. Washington Avenue
6-B NYC
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BLACK SCREEN

MUSIC enters: "Roxanne, Roxanne" by UTFO

FADE IN: TITLE SEQUENCE:

As titles roll THE CAMERA flies up the East River, over the Brooklyn Bridge, over the Manhattan Bridge, over the Williamsburg Bridge. It slows as we come to the Queensboro Bridge.

THE CAMERA flies over the Queensboro Bridge with a wide AERIAL SHOT of the Queensbridge Projects. BASE HEADS roam. LATCHKEY CHILDREN run through the maze of buildings.

THE CAMERA moves on, focusing first on one building, then another, finally ZOOMING IN on one particular building.

THE CAMERA PICKS UP SPEED as it flies through the open front door; up a flight of pissy stairs, up a second flight, into a dark, graffiti tagged hallway crowded with DOPE FIENDS.

THE CAMERA pushes past the fiends, aiming LIKE A BULLET on a JUNKIE who squats on the floor, his head bent over.

THE CAMERA stops in CLOSE-UP on the back of the Junkie's neck just as a syringe is jabbed into it and the plunger brought home.

(NB: Tattooed on his neck, or back of bald head, is the film's title: "The Vapors".)

END TITLE SEQUENCE

INT. DOPE HOUSE (HALLWAY) -- DAY

SUPER: Queensbridge, NY (Winter, 1983)

It's a vampire den. A Junkie gets up, rubs his neck and exits. We see ROXANNE SHANTE (13), hardened, with the needle in her hand. She's all business and wise for her age.

SHANTE

Okay, who's next?
(spies Junkie 2)
Aye yo, you want a hit?

JUNKIE 2

Shit, you just a kid!

SHANTE

You want a fix or not?

The Junkie's hesitant. The OTHER JUNKIES grumble and mutter "Let's move it!"

JUNKIE 3

Yo, let Shante shoot you up or step
off!

The other Junkies agree. They're more vocal. Junkie 2 eyes Shante, she eyes him back blankly. Confidently.

JUNKIE 2 (unsure)

What if you miss, hit an artery or
somethin'?

SHANTE

Then I guess you'd be dead.
(beat)
But I don't miss.

She holds out her hand. A beat. Junkie 2 digs out a crumpled bill and hands it to her. As she finds a fresh needle he unbuckles his pants, exposes his bare ass. Hoots from the other Junkies.

She turns, sees his exposed ass, makes a face. She jabs the needle in (maybe a litter harder than she needed to) and sends the plunger home.

EXT. BROOKLYN STREET -- DAY

SUPER: Brooklyn, NY

It's winter and BIG DADDY KANE, rough (with an Afro) bops down a cold street wearing only a suede front sweater. He shivers as he turns a corner and stops.

A few yards ahead, waiting at a bus stop, is a MAN wearing a sheepskin coat.

Kane takes a single-edge razor from his pocket and hides it in his mouth, between his cheek and gums. He ambles toward Sheepskin Man, nonchalant, then suddenly turns, grabs the Man by his jacket and slams him against the wall.

KANE

Run that sheepskin!

SHEEPSKIN MAN

(startled)
Wh--what the fuck!

Kane spits the razor out of his mouth and into his hand. He places it on the neck of the frightened Man.

KANE

Say "what" again and you gonna get a
"buck fifty" 'cross you're fucking
neck! My word is bond!

Sheepskin Man quickly peels off his coat. Kane grabs it, puts it on and he hurries down the street.

A few PEOPLE on the street witness this but do nothing.

EXT. BROOKLYN TENEMENT BUILDING -- CONTINUOUS

A group of neighborhood TEENAGERS sit on the front stoop of a building in the heart of Bed-Stuy, Brooklyn. They laugh and carry on. They're "5 Percenters"

Kane is the center of attention.

KANE

What up?

NEIGHBORHOOD TEEN 1

What up Kane? What's the science?

KANE

Maintaining...maintaining.

Kane gives everyone in the group some dap (handshake). Another member of the group notices Kane's newly acquired sheepskin coat.

NEIGHBORHOOD TEEN 2

Yo, Kane, that sheep dog is fly.
What you do, boost it?

KANE

What, you C Cipher power or something?
Don't knowledge my moves. You need
to know the knowledge on those lessons
I gave you like a week ago...

(beat)

Matta fact, what's today's math?

NEIGHBORHOOD TEEN 2

Knowledge God born's build and
destroy. Want me to show and prove?

KANE

'Bout time you started studying.
You been on student enrollment for
like, a year now.

The group laughs.

NEIGHBORHOOD TEEN 3

Yo, Kane, kick that rhyme you made
last night. I was just tellin' them
about it.

KANE

Which one?

NEIGHBORHOOD TEEN 3

The one that starts off wit' "Hear
Ye, Hear Ye"...

KANE

Oh, okay, check it out...

(raps)

"Hear Ye, Hear Ye from far and near,
the one they call the Big Daddy Kane
is here. As the party animal, sex
symbol, soloist, vocalist, microphone
miracle..."

As Kane kicks the rhyme we see what could be mistaken for a HOMELESS MAN (really a kid, maybe 15).

He slowly gravitates toward the group, eventually making his way to Kane's side. He begins to beat box, matching Kane's flow perfectly. Kane rocks to the beat.

KANE (CONT'D)

"...Here to react, attack, as a matta
fact, I bring forth a sudden impact.
Anna say knick-knack paddy-wack,
give Kane a microphone, and all the
other MCs'll go rollin' home..."

Neighborhood Teen 2 is not pleased with the Homeless Man's intrusion and kicks him in the butt, pushing him out of the circle.

The Homeless Man falls to the ground. Kane stops rapping.

NEIGHBORHOOD TEEN 2

(steps in the Homeless
Man's face)

Yo! What you doin' violatin' the
cipher?! You don't just walk into
the cipher like you God body or
somethin'!

The teens laugh at the timid Homeless Man. Kane is upset.

KANE

Chill out! Homeboy was just givin'
me a beat...why you illin?!

Kane helps the Homeless Man up.

KANE (CONT'D)

Yo, that was def, man! I ain't never
heard no beat boxin' like that.

(beat)

What's your name?

BIZ

Biz. Biz Markie.

KANE

Well okay "Biz Markie" I'ma bust a
rhyme again. You ready?

Biz nods his head yes. Finds comfort.

KANE (CONT'D)

Aye yo...Aye yo...

(raps)

"Hear Ye, Hear Ye..."

Before Kane can finish the first line, an NYPD patrol car SCREAMS into scene. COPS are all over him.

A COP tackles him to the ground and orders the rest of the group to put their hands on the wall. Kane is cuffed and placed in the back seat of a patrol car.

Sheepskin Man is escorted over to the car by OFFICER 1.

OFFICER 1

This the guy who mugged you?

SHEEPSKIN MAN

Yeah, that's him. The stupid son-of-a-bitch is still wearing my coat!

Biz sees this and approaches the Officer.

BIZ

Excuse me officer, but that's my coat. I lent it to my friend to wear.

The Officer turns to Biz, eyeing his tattered clothes and appearance. Kane eyes Biz and nods, appreciating the gesture.

OFFICER 1

That a fact?

BIZ

Yes sir, see he was cold and-

The Officer shoves Biz away.

OFFICER 1

What are you a retard? Get out of my way!

Biz does as he's told. The Officer gets into the patrol car and takes off. Biz is perplexed.

INT. WBLS RADIO STATION -- NIGHT

DJ MARLEY MARL is in the radio station working the turntables for King of Radio, MR. MAGIC.

MR MAGIC

(on mic)

Yo, you are down with "Mr. Magic's Rap Attack" here on WBLS.

(MORE)

MR MAGIC (CONT'D)
 We goin' into a joint now. Yo,
 "Engineer All-Star" Marley Marl,
 hit me up wit' some KURTIS BLOW!

Marley spins the latest Kurtis Blow TRACK. He makes a sour
 face. They take off their headphones.

MARLEY
 Why we got to play this shit, Magic?

MR MAGIC
 Shit? What're you talking 'bout,
 Marley? Blow is dope.

MARLEY
 Aw, his beats sound like he's hitting
 damn cereal boxes.

MR MAGIC
 (laughs)
 Oh, and you think you can do better,
 that it?

MARLEY
 Can do, have done. Got me a new 808
 with that roll I made off "Sucker
 DJ's." Run some wicked beats through
 my Korg Digi Delay...I be makin'
 some dope beats, Magic...Fresh shit...

MR MAGIC
 (laughs)
 Marl, I understood, like, two words
 of what you just said but if you got
 somethin' def then bring it in.
 I'll let it spin.

MARLEY
 Word?

MR MAGIC
 Word.

TY WILLIAMS coasts in...

MARLEY
 Fly Ty, what's the word?

TY
 Yo Marley, lissen, I got a show booked
 for you and Dimples D. on Saturday
 in Philly.

MARLEY
 (hesitant)
 Oh. I don' know...

TY

Don't know what?

MARLEY

...It's just, Dimples been buggin'...
She say she don' wanna do no more
shows.

TY

What the hell are you talkin' about?

It's awkward. Marley avoids the tension--shelves some records.

TY (CONT'D)

You mean she gonna quit, just like that? Just as we're about to make some moves?

MR MAGIC

What's up with that? Dimples don't need the money?

Marley shrugs the question off.

MARLEY

I dunno man. Just what she said.

TY

You don't know? She's your girl, ain't she?

MARLEY

Look, she been trippin'...Says she can't get with some of the shit that's goin' down no more. Says her parents are on her 'bout college...

Mr. Magic laughs at that.

MR MAGIC

College? Who the hell needs college when she be makin' \$500 a night for, like, ten minutes work?...Fuck that shit. Fuck her. Ungrateful skeezer...

MARLEY

(after a beat)

So what we gonna do, Ty?

TY

Gotta cancel.

MR MAGIC

An' leave some serious cash on the table?

(MORE)

MR MAGIC (CONT'D)

Fuck that shit, we find somebody to
take Dimples' place.

(to Marley)

An' by "we" I mean you.

MARLEY

Me? By Saturday? Who am I gonna
find by Saturday?

MR MAGIC

How the hell should I know? Look
around, man. I bet there's a hundred
little hoes runnin' around
Queensbridge Projects rappin' their
asses off. Find one.

Ty and Marley exchange concerned looks.

TY

I dunno Magic...

MR MAGIC

Hell, I ain't worried, I make shit
happen ALL THE TIME! I make shit
appear out of the CLEAR BLUE! I am
Sir Juice, the savior of Hip-Hop! I
am MR. MAGIC!! Abracadabra suckers.

INT. GROUP HOME -- NIGHT

The front door opens and Shante creeps in. She gently closes
the door and heads toward her room, passing the parlor.

INT. GROUP HOME (PARLOR) -- NIGHT

Inside, the stern House Mother, MISS EMMA sits on the sofa
counting dirty money. Beside her, an OLD TRICK. His hand
rests on the knee of an uncomfortable MINOR GIRL.

Miss Emma rises and shuts the door in Shante's face.

INT. GROUP HOME (GIRLS ROOM) -- LATER

Shante rests on her top bunk listening to her head phones
and writing a rhyme in her notebook.

The uncomfortable girl switches in, fans her wrinkled dollar
bills. The OTHER GIRLS rush her to see the money.

Shante checks the commotion, rolls her eyes and continues to
recite the rhyme, she's writing in her notebook, to herself.

An envious BIG GIRL notes this, stomps over and snatches her
paper! Shante quickly sits up. Pulls off her head phones.

BIG GIRL

You think you better than everybody?
You can't rap. This shit is whack!

Shante jumps off her bunk, snatches her paper back.

SHANTE

No, what's whack is how yawl let
Miss Emma trick you out for a pop!

BIG GIRL

(chest heaves)
What are you talking about?

SHANTE

You know *what* I'm talking about.

BIG GIRL

Yeah well...you next.

Shante's wheels turn in her head...she wants out but can't move. The House Mother storms in.

HOUSE MOTHER

Shante! I don't like my girls
breaking curfew. You think you so
special? Plenty of other girls out
there needin' a home. Grateful for
it, too. You have your ass here
straight after school tomorrow.

(beat)

There's someone I want you to meet.

The girls giggle. Shante shoots them a look.

HOUSE MOTHER (CONT'D)

You hear me talkin' to you girl?!

SHANTE

(faces her)
Yes, Miss Emma.

HOUSE MOTHER

Straight after school!

Miss Emma eyes her once more...make sure her point is well taken. She eyes the cacklers too. The room is silenced. Miss Emma shuts them in.

Shante lugs to her bunk and hops on. Doesn't break the stare of the big girl, who finally turns away.

Shante places her head phones on and rests her head on her pillow.

INT. GROUP HOME (GIRLS ROOM) -- LATER

Shante opens her eyes in the darkness. Rises, fully dressed. She takes off her head phones and places them in her pillow case with her other belongings.

She leaves the naked pillow behind and eases off the bed. Careful not to wake the sleepers in the room.

She tip toes out the door.

INT. GROUP HOME (HALLWAY) -- CONTINUOUS

Shante races through the hall, straight for the front door. UNLOCKS all the BOLTS, careful not to make a sound. She dodges out the door.

INT. QUEENSBRIDGE PROJECTS (HALLWAY) -- NIGHT

Shante stands at a door BANGING! It opens. Her intimidating MOTHER stands there in her nightgown, unhappily surprised. She blocks the entrance.

SHANTE

(cries uncontrollably)

I...want...to...come...home. I'll
listen...I wont' be no trouble.
Just let me come home Mommy. I want
to come...home.

Her mother's face softens. She steps aside and lets Shante in. The DOOR LOCKS.

EXT. GROCERY STORE -- DAY

Various PEOPLE walk down the street. At the corner of the Bodega is TWAN, a drug dealer, he looks rough. When Shante rounds the corner, he checks her out.

TWAN

Yo, what up Shante? You lookin' fine
today!

She blanks him. He blocks her path.

SHANTE

What do you want, Twan?

TWAN

Why you actin' all hard?

SHANTE

'Cause you're in my way...now move!

He runs his finger down her waist. She pushes it off and past him. He watches her go in with a smirk.

INT. GROCERY STORE -- MOMENTS LATER

Shante enters the store. Marley is picking up a few items, basically wandering around in a comatose state placing things in a basket. He spies Shante, who searches for laundry detergent.

MARLEY

Shante?! What're you doin' back in the hood? I thought you were livin'-

SHANTE

Yeah, I was.

(shrugs)

Things didn't work out. I'm stayin' back at my mom's.

MARLEY

Okay, that's cool...that's cool.

He smiles. She eyes him.

SHANTE

You still doing music with Dimples D?

MARLEY

Nah...it's a long story. Hard to find people to be down these days...
(a light bulb goes off)

Hey, you rap don't you?!

SHANTE

Rap? Yeah, I rap. Why?

A pause. Marley's thoughts are rapid...

MARLEY

You know that UTFO song, "Roxanne, Roxanne" right?

SHANTE

Know it? Who doesn't...Why? What's up?

A pause...Marley's excited now.

MARLEY

Lissen, I want you to come by my house later. Can you do that?

SHANTE

Come by? Oh, I don' know if I can do that, Marl. My mom's really ridin' my ass. Says I can go wash clothes but got to come right back.

MARLEY

Just for, like, an hour. I wanna play the beat from that UTFO record and I want you to say a rap over it.

SHANTE

What? You want me to rap over the UTFO record? You' trippin'...

MARLEY

I just want to hear how you sound rappin' over that beat, that's all.

Shante is unsure, but tempted.

SHANTE

Look, I dunno, I tol' you my mom--

MARLEY

Just a half-hour.

(beat)

Look, once you put the clothes in the machine there ain't nothin' to do anyway but watch 'em go 'round in circles. Come up and do the rap.

He looks at her pleadingly. She gives in.

SHANTE

Okay Marley, but I don' have time to play around. Be ready.

Marley's so happy he kisses her on the cheek. He starts off. She calls after him.

SHANTE (CONT'D)

Hey Marley, you still puttin' in hours ova at Sergio Valenti, right?

MARLEY

Yeah, why?

SHANTE

'Cause there's this dope pair of jeans I want.

MARLEY

I tell you what, you do this rap an' I'll personally hand-deliver 'em to you.

SHANTE

Deal.

Marley exits. Shante whispers her lyrics...

INT. ALBEE SQUARE MALL -- DAY

Kane, still roughing it strolls with Biz Markie through the mall. Kane has a sneaker bag. Biz looks around aimlessly.

KANE

Why don't you ever go home man?

BIZ

For what? Ain't nothing going on in Long Island...everything's in the city.

KANE

You brave as hell to be wandering from hood to hood.

BIZ

Man, I can go anywhere in New York City...got friends in all the boroughs.

KANE

That's dope and all but you gotta be fresh for the ladies sometimes.

Both laugh...

Biz spots a phat gold chain in a jewelry store window. He's mesmerized.

Kane turns back when he realizes Biz is lost in a trance. Walks over to admire the chain with him. He's not as impressed.

BIZ

Yo Kane, How much you think that dookie rope cost?

KANE

About a G.

Biz caresses his neck.

BIZ

You think it's heavy?

KANE

Why? You wanna buy it?

BIZ

Hell yeah! When I make some dough!

KANE

Man, all you gotta do is pump some jums for a few hours and you can get that in a week.

BIZ

I ain't trying to go to jail.

KANE

Then how you gonna afford a phat gold chain like dat?

BIZ

Music.

KANE

Music?

BIZ

Yeah. You write rhymes...I beat box. We can be a group.

KANE

A group? You dreamin'

BIZ

(ecstatic)

Yeah! You can buy one too!

KANE

For what? Give a \$1,000 of my hard earned dollars when I can snatch it? They lucky I'm on a righteous path or I'd have all that shit!

Kane's had enough and moves on. Biz is dumbfounded. He turns to his reflection in the glass...lines up with the gold chain, checks out how it will look around his neck. He smiles big.

Kane turns back.

KANE (CONT'D)

Yo!? You coming or sleepin' here tonight?

Biz slunks off to follow Kane...humming *The Albee Square Mall* song.

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- DAY

Marley and Shante are in his apartment. He's got his headphones around his neck, messing with some samples. He hands her a microphone. She's uncomfortable.

MARLEY

Don't be actin' like you never handled a microphone before.

SHANTE

No, it's just...I ain't never really rapped in front of anybody before. I do it just for fun, y'know?

MARLEY

You'll be fine. Just relax. Now
I'll start the beat, then you start
your rap. You write something down?

She pulls some papers out from her back pocket. Shows him
with attitude.

MARLEY (CONT'D)

Okay, guess you're ready?

She takes a deep breath and nods. Marley plays the BEAT and
pushes record on his tape deck. Shante bops to the beat
then begins to record "Roxanne's Revenge."

SHANTE

(raps)

"Well my name is Roxanne don't you
know, I just cold rock a party and
do a show. I said I met these three
guys and you know it's true, let me
tell you and explain them all to
you.

Marley can't believe his ears. The camera closes on the
tape deck as it's recording...

MATCH CUT:

MONTAGE:

INT. MC SHAN'S APARTMENT -- NIGHT

A BOOM BOX blasts Shante's song through the speakers. MC
Shan gets ready for the night...his Puma suit...Kangol...fixes
himself in the mirror.

SHANTE

(raps)

I met this dude with a name of a
hat, I did walk away I didn't give
him no rap. Then he got real mad
and he got a little tired, if he
worked for me he would've been fired.
He wears a Kangol and that is true,
but he ain't got the money and he
ain't got the loot.

A KNOCK at his bedroom DOOR. He opens it. It's his
GRANDFATHER.

SHAN'S GRANDFATHER

Turn that noise down!

After the old man grumbles, he eases down the hall.

EXT. QUEENSBRIDGE PROJECTS (PARK) -- DAY

NEIGHBORHOOD KIDS gather around a boom box rocking to the music.

SHANTE

(raps)

And every time that I see him he's
always a beggin', to all the other
girls that he's always tryin' to lay
in...

INT. SHANTE'S BEDROOM -- NIGHT

Shante lies in her bed writing under a night light. The PHONE RINGS--she jumps up and runs to the kitchen.

INT. SHANTE'S KITCHEN -- CONTINUOUS

She snatches up the phone before the ringing wakes her mother. The kitchen clock says 11 pm.

SHANTE

(whispers)

Hello?

SHANTE'S FRIEND

Yo! I heard you on the radio. That
rap is fly!

Shante smiles...but--

SHANTE

I can't have phone calls this late!
Call me tomorrow.

She quickly hangs up. Her excitement bursts through her hardened exterior. She heads back to her bedroom reciting to herself...

SHANTE (CONT'D)

(raps)

You try to be cute and you try to be
fly, but all you want to be is
Roxanne's guy. But I turned you
down without a frown, embarrassed
you in front of your friends and
made you look like a clown.

INT. WBLS RADIO STATION -- DAY

THE CAMERA pulls back from the tape deck to reveal that we are in the radio station with Marley Marl and Mr. Magic while the day-old recording of Shante is played on air.

SHANTE

(raps)

And all you do is get real mad, and
talk about me and make me look bad.
But everybody knows how the story
goes, there's no if's no and's no
buts or suppose.

No coke up your nose no dope in your
vain, and then it won't cause no
kind of pain. But yet and still you
tryin' to be fly, I ask you a question
an' I wanna know why. Why'd ya have
to make a record bout me, the R-o-X-
A-N-N-E..."

When the song ends Mr Magic addresses his audience.

MR MAGIC

(on mic)

Yeah, that was another World Premiere!
Exclusive hip hop, only on Mr Magic's
Rap Attack! That was "Roxanne's
Revenge" by Roxanne Shante. Take
that UTFO!

(laughs)

Yeah, just a little somethin'
somethin' to stuff in your stockin'
this holiday season! We'll be right
back with more super rockin' Mr
Magic...

The show goes to COMMERCIAL break.

MARLEY

You still pissed at UTFO?

MR MAGIC

Hey man, they promised me a show.
Made me look bad, skipping out like
that. Don' nobody make Sir Juice
look bad.

Magic points to the phone lines as they rapidly light up.

MR MAGIC (CONT'D)

Yo Marl, check the phones, man.
People liked that joint. They gonna
want to know who that chick rappin'
was.

MARLEY

Shante's ill. I mean, I didn't know
she could rhyme like that.

MR MAGIC

Yeah, if I didn't push you to go
find another rapper, we would've
missed out on this hit!

Marley looks at him sideways. No one disagrees with Mr.
Magic...

MR MAGIC (CONT'D)

What?

Marley doesn't give him feedback. Mr. Magic continues
throwing his weight around.

MR MAGIC (CONT'D)

So Dimples is out and Shante is in.

MARLEY

Just like that? That's pretty cold-
blooded.

MR MAGIC

And Dimples droppin' out on us wasn't?
Everybody's expendable in this
business, Marley. Do you well to
remember that homeboy.

A beat. Marley changes the subject.

MARLEY

Yo Magic, tomorrow's Christmas Eve
man, and I'm dead broke. You got a
few duckets I can borrow?

MR MAGIC

Oh, you lookin' for a Christmas
miracle or somethin', huh? Shit,
don't be lookin' my way. The Grinch
stole my Christmas too.

Marley's disappointed.

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- NIGHT

SUPER: Christmas Eve, 1983

Marley lounges on the sofa with his girlfriend TRINA. An
undercover groupie.

MARLEY

Well baby, this is gonna be one
cold Christmas.

(beat)

Don't worry though, soon I'll be
gettin' paid rockin' the stage at
the Apollo.

TRINA

Oh Marl, you know I don't care 'bout presents, honey. All you have to do is put a bow around yourself and sit under the tree for me.

MARLEY

Oh, you gonna unwrap me, is that it?

They snuggle and share a kiss. There's a KNOCK on the DOOR. Marley sighs, then goes to answer. Ty and Magic are outside.

TY

What's up Marley?

MARLEY

What do you mean "what's up"? What're y'all doin' here?

MR MAGIC

What? We just came by to hang out with our homeboy on this fine, cold-ass, Christmas Eve. Hell, I even brought the snow...

He shakes a bag filled with cocaine as he shoves his way in. He leads Ty and Marley to the bedroom. Marley's door shuts, leaving Trina alone in the living room.

TRINA

(to no one)

So... I'll just hold things down out here...

TIME CUT:

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- LATER

Trina reads a magazine. Another KNOCK at the DOOR. Trina opens it a crack. Standing there sharp as a tack is a CAUCASIAN MAN.

TRINA

Can I help you?

CAUCASIAN MAN

I hope so...I'm looking for a guy that goes by the name of Marley Marl.

TRINA

'Fraid I can't help you.

CAUCASIAN MAN

It's regarding a song he played on the radio yesterday.

She's a bit suspicious, then...

TRINA

Hang here a second.

She rushes into the back room. Leaving him beyond the crack of the door.

INT. BACK ROOM -- CONTINUOUS

Trina enters as she KNOCKS. Marley is smoking a joint while Ty and Mr. Magic sniff coke from a creased \$1 dollar bill.

TRINA

Excuse me, Marley? There's some white dude in a suit lookin' for you.

Marley's startled.

MARLEY

A white dude lookin' for me? What for?

Ty and Magic coolly hide their paraphernalia.

TY

Whatever it is, it can't be good.

Marley moves to the door, the others follow.

INT. LIVING ROOM -- CONTINUOUS

They all walk into the living room. The visitor is casually checking out the modest apartment. Ty and Magic hang back, looking tough, as Marley approaches the man.

MARLEY

Somethin' I can help you with?

CAUCASIAN MAN

(extends his hand)

Hi, are you Marley Marl?

Mr. Magic steps in front of Marley, acknowledges the man's gesture, but doesn't shake.

MR MAGIC

Well now, that all kinda depends on what you want.

Ty and Magic posture. The visitor pauses, picks up on the vibe--places his hand down.

CAUCASIAN MAN

Oh, hey, no, look, it's cool. I'm not, like, a cop or anything...

TY
 (still giving him the
 eye)
 What makes you think we're worried
 about cops?

The visitor pauses again. He smiles big and offers his
 handshake to Marley.

CAUCASIAN MAN
 Let me start over...My name's Brian
 McDermont, I do A&R over at Diamond
 Records.

Ty and Magic relax the attitude. Marley shakes his hand.

CAUCASIAN MAN (CONT'D)
 I just wanted to ask you about a
 record you played on the radio
 yesterday. It was some female, she
 was rapping over that UTF0 song...

MARLEY
 Yeah, that's right, "Roxanne's
 Revenge." But that wasn't a record.

CAUCASIAN MAN
 (confused)
 It wasn't?

Mr. Magic jumps in.

MR MAGIC
 Hell no, "Roxanne's Revenge" is by a
 rapper we manage. Well, that I
 manage. I'm Mr. Magic, that was a
 rap attack exclusive to my show.
 They part of my crew.
 (beat)
The Juice Crew.

CAUCASIAN MAN
 Oh, I was told that Marley-

MR MAGIC
 Yeah, Marley works for me.

Marley is taken aback. Mr. Magic reaches for the Record
 Exec's hand. He tricks him out with a hood shake. The white
 man tries to keep up. Finally...

MR MAGIC (CONT'D)
 What exactly is it you're looking
 for?

CAUCASIAN MAN

Well, to be frank, Mr. Magic, I want that record. I mean, what I want is to press it up, put it out on my label.

Marley, Magic and Ty exchange looks. The visitor is unsure and uneasy again.

CAUCASIAN MAN (CONT'D)

I don't mean for free, I'm prepared to pay for it. Right now.

He pulls out a wad of crisp bills. The room lights up.

MARLEY

But like I said, it ain't no record, I just made a tape, right here in my living room...

CAUCASIAN MAN

That's fine. Do you have the tape?

Marley pulls the tape out of his box and starts to hand it to the record exec. Mr. Magic cuts in.

MR MAGIC

Tell you what, why don't you hold onto the tape, for now, and we'll hold on to this money, you know as a gesture of good faith, and after the holidays we'll all sit down, cross the T's and dot the I's and whatnot. That sound copastetic?

Marley throws Mr. Magic a look.

CAUCASIAN MAN

Sure. Sounds good to me. Look, here's my business card, just give me a call.

He hands his card to Mr. Magic, along with a wad of cash. Mr. Magic nods to Marley to hand over the tape. Marley obliges.

The White Man shakes hands with everybody and leaves the apartment with the tape. When he's gone, Mr. Magic and Ty puff up. Marley's not as enthused.

TY

Damn, that cracker came through like Santa Claus and just blessed us! What're we gonna do with it, Magic?

Mr. Magic has already started counting the money and separating it into piles. Trina's eyes are like silver dollars.

MR MAGIC

Shit, I'll tell you what the hell we gonna do--we gonna split this shit three ways: me, you, and Marley, that's what we gonna do.

MARLEY

What about Shante?

MR MAGIC

Well, like I said, we splittin' this three ways: me, you, and Ty. You can do whatever the hell you want with your cut.

Mr. Magic splits the money amongst them. Marley swallows his pride.

EXT. QUEENSBRIDGE PROJECTS -- DAY

Marley glides through the tall buildings, passing FIENDS and crack vials busted on the ground from the night before. He's stopped by Shante.

She has a book bag on...rushing for school.

SHANTE

Yo, Marley! Wait up!

MARLEY

What's up Shante? Happy New Year!

She catches up to him...out of breath.

SHANTE

Yeah, same to you. I been hearing the song on the radio and I was wondering what's up with those jeans you promised?

MARLEY

Oh, shit! I'm sorry girl, I quit that bullshit job. But, I do have this...

He reaches into his pocket, withdraws some cash, hands it to her.

SHANTE

What's this?

MARLEY

For doin' the record. Hell, you didn't think it was for free did you?

She smiles and puts the cash in her pocket.

MARLEY (CONT'D)

So, you been hearin' yourself on the radio huh?

SHANTE

Hell yeah! They been playin' that mess every day, sometimes a couple times a day. Hardly nobody at school believes me when I tell them it's me.

MARLEY

Well they're gonna have to start believin' it. Ty and Magic got some shows lined up for us.

SHANTE

Shows? For real? You mean, like, on stage in front of a crowd and everything?

MARLEY

Yeah, that's the definition of a show... So lissen, come ova to my house later so we can rehearse, alright?

Shante is unsure.

SHANTE

I don't know 'bout that Marley.

MARLEY

(sighs)

What? This about your mom again? You want me to talk to her?

SHANTE

No. Well...I don' know.

MARLEY

Don't tell me you got stage fright or somethin'...Shante, people are lovin' you right now. This is your big break!

Shante still looks uncertain.

MARLEY (CONT'D)

Did I mention you'd be makin', like, five hundred bucks a gig?

SHANTE

What?! Five hundred dollars a night? Word?!

MARLEY

Word is bond. You can buy your own
damn jeans.

They share a laugh.

MARLEY (CONT'D)

So, we cool? My place later?

SHANTE

(after a beat)

Yeah. Okay.

INT. MC SHAN'S APARTMENT (LIVING ROOM) -- NIGHT

MC Shan rushes through the house. His Grandfather's watching the News. A special about THE GUARDIAN ANGELS. He stops Shan before he heads out the door.

SHAN'S GRANDFATHER

Where you running off to?

SHAN

I'm going to hang over Marley's.

SHAN'S GRANDFATHER

Shan, you know I don't mind you hanging out wit' your friends, but we got work in the morning.

SHAN

I'll get up for work.

SHAN'S GRANDFATHER

Alright now...I had to pull a lot of strings to get you on at the factory. We're out of here at 6am whether you sleep or not.

SHAN

I'll be ready.

Shan glides out...

INT. SHAN'S HALLWAY -- CONTINUOUS

Shan walks a few doors down from his own and KNOCKS. Marley opens, they dap up.

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- LATER

A sort of meeting/coke sniffing session is taking place with Marley, Ty and Magic. Shan looks on.

Magic passes Marley a coke filled \$5 dollar bill. Marley takes some powder and laces his joint.

Ty holds up a flyer for a show. It reads: "UTFO with The REAL ROXANNE."

MR. MAGIC

What they mean "the REAL Roxanne"?
Shante's the *real* Roxanne.

Across from them Shante perks up, reaches for the flyer--she sits in across from stiff Trina.

MARLEY

Looks like UTFO's hittin' back at you for that li'l shout out, Magic.

MR MAGIC

Yeah, well fuck them. After I get on the radio an' tell everybody what sorta shit they pullin' they won't sell no more records!

General grunts of agreement from the boys as they snort.

MR MAGIC (CONT'D)

I say we go up there and bum-rush the show. Have Shante rap that phony crab outta town!

A pause. The light goes on for the others.

TY

That'll be ill! Put Shante and The Juice Crew on the map!

Shante's perplexed.

MARLEY

Shante? Want to go to the city?

SHANTE

For what?

MARLEY

Your first battle.

TRINA

What about me?

MARLEY

Don't start. This is a rap show...for rappers...not girlfriends.

MR MAGIC

Yeah...groupies stay home.

Trina shoots him a look. Marley says nothing.

SHANTE

I'll go, but you gotta make sure I
get back before my mother gets home
from work.

EXT. CLUB -- NIGHT

Biz strolls down the dark street, lost in his own world. He's beat boxing, grooving to the sound. He passes by a COUPLE OF SCUZZY HOOKERS who eye him and call out to him, he's oblivious.

He suddenly stops--he's at the back stage entrance of the club.

The dim street light shines on a poster beside the door. It reads: UTFO AND THE REAL ROXANNE. He's transfixed by the light. It starts to snow.

FANTASY - BIZ'S POV:

The marquee reads "SOLD OUT! Biz Markie: The Human Beat Box!" We can hear the SCREAMS and SHOUTS for Biz from inside the theater.

ON BIZ:

He grins from ear to ear, now dressed to impress, in his fly dookie rope. A HOT CHICK spots Biz and screams out his name. Suddenly Biz is surrounded by DOZENS OF HOT CHICKS who claw at him and kiss him. He's in Heaven!

BACK TO REALITY:

It's not snowing. The club is dark. He's dressed like a bum. Mr. Magic rushes by him, brushing his shoulder and BANGS on the BACKSTAGE DOOR.

Biz snaps out his zone. Standing before him is Marley Marl, Ty, Shan and Shante who just exited their stretch limo.

BIZ

(whispers)

The Juice Crew

(then...)

Hey...Marley Ma--

Before he can finish, Mr. Magic shushes him away.

MR MAGIC

We don't have no money!

The heavy door is shoved open. Mr. Magic and the Juice Crew stride in. Biz is glued to his spot...as if he's waiting for the door to open and welcome him in.

EXT. CLUB -- NIGHT

PEOPLE on line to get in. The Marquee reads "UTFO Presents: The Real Roxanne." Excitement fills the air.

INT. CLUB -- LATER

We see UTFO and the Real Roxanne on stage. She's trying hard, but it's obvious she's uncomfortable rapping.

The AUDIENCE is indifferent for the most part, trying to have a good time anyway.

INT. CLUB (NEAR STAGE) -- CONTINUOUS

Shante, Marley, Shan, Mr. Magic and Ty bogard their way through the crowd. The Real Roxanne is rapping her hit "Howie's Teed Off"...

SHANTE

(to Marley)

What are they trying to say? If she's the Real Roxanne...what? I'm the fake Roxanne?

MARLEY

Don't worry about that and just listen. The second you get on stage I'm gonna take the song off the record. You call her out, challenge her. She's gotta answer.

(beat)

You ready?

SHANTE

Let's do it.

UTFO and The Real Roxanne are doing their thing when suddenly the VOICE of Shante is heard. She's singing along...more like mimicking "Howie's Teed Off."

The audience and the BAND are confused, trying to figure out where the Voice is coming from. Suddenly the music SKIDS off the RECORD...

A SCRATCH is heard...Shante moves across stage, sharing (stealing) The Real Roxanne's spotlight.

After a moment of confusion, UTFO stop their thing and move to kick Shante off stage. Mr. Magic, Ty and Shan hold them off.

Shante calls out The Real Roxanne.

SHANTE (CONT'D)

This is who yawl call The Real Roxanne?

(MORE)

SHANTE (CONT'D)

Nah, there's only one and I go by
the name Roxanne Shante and we are
The Juice Crew.

The CROWD is hype! Spectators make their way to the front.

Marley's in the DJ booth, teasing the audience with a SCRATCH
in between Shante's battle stance.

SHANTE (CONT'D)

New York City! I know yawl tired of
listening to this whack shit! So, I
tell you what. I'ma do my thing and
when I'm finished...If you can still
stand here with a straight face and
call this fake chick real. I will
personally hand her the microphone.

The CROWD is WILD NOW. There are lights in her eyes.

SHANTE (CONT'D)

(to Marley)

Yo Marley? Let the beat drop.

Shante's TRACK chimes in...she hypes the crowd and goes for
broke. Making her mark as the leading lady of the Juice
Crew.

Even UTFO are too engrossed to do anything but watch. After
a little while it's obvious that Shante has proven herself.

In the middle of her rhyme, she mashes The Real Roxanne to
state her point. The Crowd ROARS!

The Real Roxanne rushes off stage in tears. UTFO rush after
her. After the song ends, Roxanne drops the mic on the stage
and the Juice Crew quickly make their exit to the backstage
area.

INT. CLUB (BACKSTAGE) -- MOMENTS LATER

The members of UTFO stand outside the closed ladies room
door. We hear The Real Roxanne inside crying hysterically.

INT. CLUB (LADIES ROOM) -- CONTINUOUS

The Real Roxanne is crouched on the floor. Her mascara runs
down her pretty face.

UTFO MEMBER 1 (O.S.)

C'mon, you gotta go back on stage.
Show that skeezer who's the Real
Roxanne! You can't let her get away
wit' dissin' you like that!

THE REAL ROXANNE

Leave me alone!

INT. CLUB (BACKSTAGE) -- CONTINUOUS

As UTFO continue to prod her back on stage Magic and the Juice Crew enter the backstage area. They're ecstatic. Shante is jumping up and down!

MARLEY
You rocked it Shante!

MR MAGIC
Nobody fucks with Sir Juice!

He rips their flyer in half and exits. Marley, Ty and Shan follow. Shan, turns to Marley.

SHAN
Yo, Marl!?

Marley turns.

SHAN (CONT'D)
I ain't never heard no girl do what
Roxanne Shante just did on stage.

MARLEY
And you never will.

SHAN
(reaches in his pocket,
pulls out a tape)
I got a demo.

Mr. Magic calls out. Marley and Shan have lingered behind.

MR MAGIC
Marley...time is money. We outtie!

Marley takes the tape marked "MC Shan" and slyly places it in his leather jacket.

MARLEY
I'm a listen homeboy, but you better
be dope 'cause we don't roll wit'
sucker MC's.

SHAN
Come on Marley...you know me...I
wouldn't do you like that. Just
listen...you'll see.

The crew glide out the building...leaving UTFO in the dust.

INT. JUICE CREW LIMO (MOVING) -- NIGHT

The fumes of excitement fill the car as they cruise through the city.

MR. MAGIC

Yo! I can see it now...all of us on
the road, touring the United States.

(beat)

Yo, Ty what's up with Russell and
RUN DMC?

TY

You know RUN DMC are large now.
That ain't happening.

SHANTE

My mother ain't gonna let me go on
the road wit' a bunch of guys anyway.

MR MAGIC

We'll talk to your mother.

(to Marley)

And by we, I mean you.

INT. SHANTE'S APARTMENT -- DAY

Shante sits like a lady in front of her mother who eyes Marley
Marl like he's most wanted.

MARLEY

I will take full responsibility of
Shante and assure nothing happens to
her on the road.

SHANTE'S MOTHER

(sizes him up)

Ah huh? You the one got her on the
radio talkin' dirty?

Shante and Marley share a glance.

SHANTE'S MOTHER (CONT'D)

How much she gonna be makin'?

SHANTE

Ma, I'll be makin--

SHANTE'S MOTHER

I asked Marley.

MARLEY

Um...about \$500 a night.

(she's not budging)

And we'll make sure you get a cut
towards your rent...to help you out
a bit.

SHANTE'S MOTHER

I look like I need help?

MARLEY

No...I just-

SHANTE'S MOTHER

You just make sure Shante comes back home the way she left here or I will be on you like hawk.

INT. MC SHAN'S APARTMENT -- NIGHT

MC Shan packs a suit case of Puma suits and sneakers. His grandfather stands at his door...rumbling over.

SHAN'S GRANDFATHER

You leave this house, you don't come back here.

SHAN

Gramps. I'm gonna be a star.

He zips his case.

SHAN'S GRANDFATHER

The only stars I know are in the sky. You lost child...you hear what they say on the news about this rapping business. It's a fad...ain't going nowhere. It ain't even real music.

SHAN

You don't understand. I'm gonna tour the world.

SHAN'S GRANDFATHER

I got you a job...a good paying job and you gonna just quit?!

He lifts his heavy suit case and heads toward his grandfather.

SHAN

Are you gonna let me go?

SHAN'S GRANDFATHER

You done already made up your mind...and so gave I.

He steps aside. Shan places his head down and moves in the direction of his dream.

INT. TOUR BUS -- DAY

Shante, Ty, Marley, Shan, and HANGER ONS are on the road. Shante sits with Marley (who's asleep).

SHANTE

Hey Marley!

Marley groggily opens his eyes.

MARLEY

We there?

SHANTE

No! My ass is sore, when we gettin' to wherever the hell it is we're goin' anyway?

MR MAGIC

We're goin' to Memphis.

He holds up a newspaper. There's a large ad that reads:
"Mr. Magic Presents The Ultimate Rap Attack: Roxanne Shante Versus "The Memphis Roxanne" - One Night Only!"

MR MAGIC (CONT'D)

-and we get there in 'bout three more hours. Think yo' ass can hold out 'til then?

SHANTE

(more under her breath)
I guess I ain't got no choice.

MARLEY

What's with you Shante? All you do is complain these days.

SHANTE

I'm tired, Marley..."Roxanne Shante Versus The Memphis Roxanne", "The St. Louis Roxanne", "The fuckin' Birmingham Roxanne"...It's such bullshit, Marley. I just wanna go home.

MARLEY

Home? You crazy? You makin' money, you seein' the country!

SHANTE

"Seein' the country"? So far all I've seen of it's been through a fuckin' bus window. I wanna go shopping. Do somethin' normal.

MARLEY

You wanna go shoppin'? Okay, I can fix that.

INT. SHOPPING MALL OUTSIDE MEMPHIS -- DAY

Shante and the others stroll through the mall. She's excited, looking in all the store windows at the clothes, shoes and such. She points to a clothing store.

SHANTE

Let's go in there!

INT. CLOTHING STORE -- MOMENTS LATER

The entourage enter the store. CUSTOMERS look up and stare.

An excited buzz starts, FANS peek through the window and whisper "That's Roxanne Shante".

She's approached for her autograph and she signs with delight.

The STORE MANAGER pushes people out, locks up and guards the door so she can shop freely.

Shante looks through the jeans, spots a pair of Sergios!

EXT. PARKING LOT OF MALL -- LATER

The entourage make their way back to the bus. Shante is loaded down with bags. She's in a much better mood.

SHANTE

That was dope! I really needed that.
Thanks Marley.

MARLEY

Looks like you bought some nice stuff.

SHANTE

Shit, you should see what I got in
my pants.

A beat. Marley's confused.

MARLEY

What are you talkin' about?

SHANTE

(holds up 5 fingers)
Five-finger discount.

Marley's floored.

MARLEY

What?! You tellin' me you were in
there boostin'? Are you crazy?
Shante you got, like, five grand in
your pocket, why you stealin' shit?

SHANTE

(shrugs)
It's fun.

INT. HALLWAY OF HOTEL ROOM -- MORNING

Ty KNOCKS on the door to a BEAT.

INT. HOTEL ROOM -- CONTINUOUS

Marley, bare chest with a towel on his waist opens the door for Ty who strides in.

TY
You ain't ready yet? The bus leaves
in 20 minutes!

A TOILET FLUSHES. Shante strolls out in a t-shirt.

SHAN
Morning Ty.

Ty is baffled as Shante nonchalantly hops on the rustled bed.

Marley peeks over his shoulder at Shante...she flips through the remote control. He shares a knowing glance with Ty and shrugs it off.

MARLEY
We'll be ready.

Ty looks over the disturbing scene one last time...

TY
Yeah...aaight.

INT. TOUR BUS -- DAY

Marley chills in the back of the bus making BEATS with his HANDS on the SEAT. Soon Ty and Shante chime in with their HAND RHYTHMS.

We hear the beat for "Marley Scratch" develop, Shan pulls a napkin out of his pocket black with lyrics and recites his rhyme...

SHAN
(raps)
"On this beat my rhymes attach, on
the new creation called the Marley
Scratch. We always see it at a
positive course, his beats my rhymes
combine a force. I say its like a
force cause a force is strong, and
if you think we're weak I'd say your
wrong. All you other DJ's are a
bunch of jerks, Marley give them an
example of how a DJ works. ."

INT. PHILLY CLUB -- NIGHT

Shan and Shante rock the mic. The CROWD goes bezerk!

EXT. PHILLY CLUB -- NIGHT

Shante, Shan and Crew are leaving a show, FANS surround them, HOT CHICKS hit on Shan.

As the ROADIES move Marley's crates of records onto the bus, he's approached by two THUGS.

GUY NUMBER ONE

Marley Marl?

Marley turns slowly, eyes on the one who looks like a pit bull. The other stands like a watch dog.

MARLEY

Yeah?

The Thug shows him an album.

GUY NUMBER ONE

We got this artist here in Philly and we want you to play him on the Rap Attack.

MARLEY

We don't play unsigned artists.

GUY NUMBER ONE

He's signed.

MARLEY

On what label?

The Drug Dealer peels off about 2 G's.

GUY NUMBER ONE

This label.
(hands Marley the
money)
We'll be calling the station to
request it.

They walk away.

MARLEY

Yeah aaight.

Mr. Magic and Ty exit the club as the two Thugs brush by. Marley slyly pockets the money. Throws the record under the bus.

INT. TOUR BUS -- NIGHT

The bus rocks down the road. Shante sleeps on Marley's shoulder. Marley's asleep with his mouth open. Ty stares with a sneer.

DISSOLVE:

INT. TY'S APARTMENT (LIVING ROOM) -- DAY

MC Shan sits on the sofa next to a YOUNG RAPPER who calls himself LL Cool J. Shan's playing his new track "I Need a Beat" in the boom box.

LL COOL J

Yo, that's phat! I want you to listen to my demo, tell me what you think.

INT. TY'S APARTMENT (BEDROOM) -- CONTINUOUS

Ty rummages through his belongings...unpacks his suit case of brand new clothes.

His roommate RUSSELL SIMMONS picks up a pair of Pumas...dangles them by the phat laces.

RUSSELL

You need to hang these up. Adidas is the new move.

(beat)

When you going back on tour? I want you to take my new artist on the road wit' you. You do me that favor, I'll pay 1/2 your rent the whole time you on the road.

TY

You know how Magic is. It's either a Juice Crew artist or no one at all.

RUSSELL

Well Magic is sleeping...I'm telling you...my new artist is the one wit' the juice. No offense.

Shan steps into the bedroom doorway.

SHAN

Marley wants me at the house to lay down that track.

TY

Marley can wait.

Russell overlooks Shan's Puma get up. Behind Shan we see LL slyly eject Shan's tape and place it in his jacket pocket.

RUSSELL

Mark my words...3 stripes is in...but keep the Kangol.

Shan and Ty share a look. Russell bounces out.

SHAN

What's up wit' your man?

TY

That's just the way he is.

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- NIGHT

Marley and MC Shan are in the apartment listening to the RADIO.

Trina laces cocaine in ez riders with buds and licks it sealed. She bypasses Shan and hands it to Marley. Sniffs the remaining powder off a \$10 bill.

The TRACK MC Shan played for LL BLASTS through the SPEAKER.

Shan angrily turns off the radio.

MARLEY

Shit it ain't my business Shan, but
if it were me, and LL stole my beats,
I think I'd call the motherfucka_out.

SHAN

Yeah...Fucking beat biter.

A beat. Marley laughs.

MARLEY

*Beat Biter...*now that sounds like a
rap attack.

They both laugh and toke. There's commotion in the hallway, the sound of excited talking/laughing and a weird BEAT BOX.

MARLEY (CONT'D)

What the fuck? Yo, Shan go tell
them punks to get the fuck outta my
buildin' with all that noise.

Marley takes a deep pull of the joint as Shan rushes out the door.

INT. QUEENSBRIDGE PROJECTS HALLWAY -- CONTINUOUS

Shan walks into the hall where all the commotion is coming from. We see a group of GUYS surrounding Biz as he beat boxes.

SHAN

Yo, what the hell y'all makin' all
that noise for?

GROUP MEMBER 1

Yo Shan, come check this dude out.
His beat box is crazy!

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- CONTINUOUS

Marley sets up his equipment. His joint rests in an ashtray by his keyboard. Shan rushes in filled with excitement.

SHAN

Aye, yo Marley, you gotta come check this shit out! There's this bum in the hall and he's doin' some ill shit on the beat box!

Marley puts his joint out and follows Shan into the hallway.

INT. QUEENSBRIDGE PROJECTS HALLWAY -- MOMENTS LATER

Marley and Shan join the group listening to Biz. He's amazing. After a minute Marley stops him.

MARLEY

Alright, alright, that's enough man, you passed the audition...What's your name?

BIZ

Biz Markie. "The Diabolical" Biz Markie.

Marley laughs.

MARLEY

Diabolical? Yeah, that beat box is diabolical alright...Listen Biz, it's kinda late but why don't you come by tomorrow and I'll check you out some more, alright?

BIZ

Uh huh. Okay.

MARLEY

Cool. Okay, now y'all get the hell out of my buildin' with all this damn noise. People gotta go to work in the mornin'.

They disperse. Marley and Shan retreat back into the apartment. Biz is left in the hallway alone.

He looks around, heads to an upper staircase, finds a cozy corner and makes himself comfortable, practicing his beat boxing to himself.

THROUGH THE STAIRWELL WINDOW

We see the sun begin to set.

LOCK SHOT

TIME CUT:

The sun goes down. Night.

TIME CUT:

The sun comes up. We see Biz slowly waking...rising and stretching to life. He treads down the stairs to Marley's apartment...KNOCKS.

INT. BEDROOM. MARLEY'S QUEENSBRIDGE APARTMENT -- CONTINUOUS

Marley's in bed asleep. Trina rests beside him.

We hear a STEADY KNOCK on the door, it's syncopated, like a drum pattern.

Marley sleepily rolls over. The knock continues. His foot taps to the beat.

After another moment he opens his eyes, looks at the morning light and groans. He checks his wristwatch on the bedside table.

MARLEY

(to himself)

What the fuck?

He rolls out of bed, stumbles into...

INT. LIVING ROOM -- CONTINUOUS

Marley looks through the peephole. Opens the door.

MARLEY

Biz. What you want man?

BIZ

(a little loud for
the time of day)

What? You told me ta come ova ta ya house today.

MARLEY

Ssshhh...Yeah but...It's, like, six o'clock in the mornin', man! What'd you do, sleep in front of my door?

BIZ

Nah, I slept in the stairwell.

MARLEY

Stairwell? You're too young to be sleeping on the street. Why ain't you go home?

Biz shrugs.

For the first time Marley sees him clearly...he's disheveled with an offensive smell, Marley realizes this is no joke. Resigned, Marley lets him in and walks back toward his bedroom. Biz checks out the place.

Shan is sprawled out on one sofa and ERIC B is on the other. Both snoring.

After a second Marley comes back with some new clothes and a towel. He hands them to Biz.

MARLEY (CONT'D)

Here man, go clean yourself up. And there's some leftover Chinese food if you're hungry.

He gestures to some Chinese food containers on the table.

MARLEY (CONT'D)

Look, just stay here and chill, okay? We don't get up around here until, like, one or two o'clock.

BIZ

Really? Damn, you miss the best part of the day...

Marley deadpans Biz. Is he serious?

MARLEY

I'll see you later.

Marley stumbles back into his bedroom and closes the door.

Biz shrugs, picks up one of the open container of food and starts to wolf it down.

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- DAY

It's afternoon. Biz is on the microphone beat boxing while Shan is rhyiming. He's cleaned up...looks lifted!

Marley is on the turntables.

Shante walks into the apartment with Twan. They listen for a few moments. Everyone stops jamming. Marley can't hide his jealousy, nods his head at Twan.

SHANTE

Yo, that was ill!
(re: Biz)
Who's this?

MARLEY (coldly)

That's Biz Markie. Biz, Roxanne Shante; Shante, Biz.

SHANTE

Nice to meet you.

BIZ

(raps falsetto)

"Why'd you have ta make a record
'bout me, The R-O-X-A-N-N-E.

Shante laughs, flattered. Twan is less amused.

MARLEY

What's up Shante? You a little early
for the show.

SHANTE

Show? What show?

MARLEY

(he can't believe it)

Damn it Shante, I tol' you last week,
we got a show tonight.

SHANTE

Okay, chill out. I forgot, no
problem. Listen, Twan's takin' me
out to eat so just tell me what time
we leavin'.

Marley does not like what he just heard.

MARLEY

Dinner? Shante, don't play around,
we have a lot on the line tonight.

SHANTE

I'll be here on time. No joke.

MARLEY

Okay, listen, you go have your little
dinner...Just make sure to get your
butt back here by eight o'clock so
we can leave.

TWAN

Why you illin' on Shante like that?
It's just a fuckin' show.

Marley eyes Twan. He addresses him directly.

MARLEY

Yo, we have a show tonight that we
can't miss. So I'm askin' you real
nice to make sure Shante's back here
at seven o'clock.

TWAN

You said eight a minute ago.

MARLEY

No, what I said was we have to leave
at eight. I want her here by seven.

TWAN

What you mean "you want"? You her
fuckin' daddy or somethin'?

A pause. It's all Marley can do not to put his fist down
Twan's throat.

MARLEY

If this is gonna be a problem then
maybe you two should postpone your
little dinner date.

Twan and Marley square up. Seeing the tension build Shante
jumps in.

SHANTE

Look, it's not gonna be a problem
Marley! Mattafact, I'll be back by
six.

Marley and Twan are still toe to toe, neither one blinking.

SHANTE (CONT'D)

Come on Twan...

He doesn't move. She tugs his shirt sleeve.

SHANTE (CONT'D)

Come on!

She moves to the exit, Twan follows her out grinning at
Marley. He won.

EXT. QUEENSBRIDGE PROJECTS -- NIGHT

A group of DEALERS are on the corner selling drugs. Marley,
Biz, Shan, Eric B and a COUPLE OF OTHER GUYS approach the
drug dealers.

DRUG DEALER 1

Hey, you guys looking for smoke?

MARLEY

No, we're looking for Twan. You
know where he's at?

Not liking Marley's tone or his approach, Drug Dealer 1
responds coldly.

DRUG DEALER 1

I don't know nobody wit' that name.

MARLEY

Really? You out here workin' for
the nigga, you sellin' his shit.

The Drug Dealer sizes up Marley.

DRUG DEALER 1

What da fuck you say, nigga?

Before the two can get into it, a car pulls up. Shante and Twan get out of the back seat, laughing amongst themselves. Shante stops short when she sees Marley and the crew, she suddenly realizes the time.

SHANTE

Oh shit, Marley. What time is it?

Marley explodes.

MARLEY

It's fuckin' ten o'clock!

SHANTE

Oh, I'm so sorry Marley, I lost track
of time. We went to City Island,
traffic was ill...

Twan grabs Shante and pulls her towards him.

TWAN

Yo, he ain't your fuckin' father.
You ain't gotta apologize to him.
We back at ten, so what?

MARLEY

You need to mind your fuckin' business
punk.

Twan gets in Marley's face. Marley's crew and the Dealers line up ready for what might come.

TWAN

Shante is my business.

MARLEY

Look, you fuckin' wit' my money now,
homeboy! I don't come out here and
fuck wit' your crack sales do I?

Marley's crew snigger at that. This sets Twan off. The two get into an intense shouting match with members of both sides keeping them apart. Throughout the confrontation Shante remains at Twan's side.

SHANTE

Marley! Just chill the fuck out!

Marley turns his anger on Shante.

MARLEY

Oh, I see, so you wit' this piece of shit now, that it? You rollin' wit' this nigga? Okay. Okay. Well you know what Shante--FUCK YOU!

She huffs and puffs.

MARLEY (CONT'D)

Yeah, that's right, you just stay your little fast ass right here on this corner wit' these suckers! Let's see how you end up!

Marley storms off. The rest of the group follow him back to his building.

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- NIGHT

Marley, Shan, Biz and the rest of the group return to the apartment. Marley, still angry, storms into his bedroom and SLAMS the door.

BIZ

Is he mad? He seems mad. 'Course I don' know him all that good.

SHAN

Oh yeah, he's mad. Fact, I ain't never seen Marley this mad before.

There's a SOFT KNOCK on the door. Shan goes to answer.

SHAN (CONT'D)

Who is it?

SHANTE (O.S.)

It's me. Shante.

Shan opens the door, lets her in.

SHANTE (CONT'D)

Where's Marley?

SHAN

He's in the back. I don't think he wants to talk to you right now.

SHANTE

This is so stupid...We can still make the show, it's only ten o'clock.
(beat)
Come on Shan, go talk to him for me, please?

Marley hears the conversation from the bedroom and responds.

MARLEY (O.S.)

I ain't goin' no fuckin' where with
you, Shante.

Shante storms to the closed door.

SHANTE

C'mon Marley, I said I was sorry. I
just lost track of time, that's all.

(beat, softer)

Marley? C'mon, I need you to do the
show.

The door opens. An obviously upset Marley on the other side.
A moment.

SHANTE (CONT'D)

What's up with you!? We gonna lose
a thousand dollars ova somethin'
stupid...I said I was sorry.

They're both stuck in their place. Suddenly Marley slaps
her hard across the face.

SHANTE (CONT'D)

What's up wit' you Marley!?

MARLEY

Why don't you go ask that good-for-
nothin' bastard you hangin' with to
DJ for you 'cause I ain't ever DJin'
fo' your sorry ass again and that's
my word!

He slams the door in her face. Shante holds back her tears
and anger, backs up and moves to the other room. She plops
down on the couch.

INT. MARLEY'S QUEENSBRIDGE APARTMENT (LIVING ROOM) --
CONTINUOUS

Shante's humiliated...doesn't know how to react. After a
brief silence, Biz speaks up.

BIZ

I' ll do the show with you.

SHANTE

What?

BIZ

Yeah. I'll be your beat box. You
can rap with me doin' the beat box.

Shante is skeptical.

SHANTE

Oh, I dunno Biz, that's kinda weird...

SHAN

That's not a bad idea. Biz is hot on the beat box. I mean, yeah, it's kinda different, but it might work.

SHANTE

You want me to rock a crowd without music?

INT. BACK ROOM. BRONX NIGHT CLUB -- LATER

Shante, Biz and a SMALL ENTOURAGE are in a back room waiting for the club owner.

SHANTE

Yo, Biz, you'd better not fuck up and make me look stupid out there, fo' real.

BIZ

I won't. Jus' tell me when to come in.

SHANTE

"Come in"? What you mean?

The CLUB OWNER bounces in the room with a big grin on his face.

CLUB OWNER

Hey hey, Roxanne Shante!

He gives her a big hug, as if he's known her for years although they're meeting for the first time.

CLUB OWNER (CONT'D)

She's a few hours late but at least she made it.

He notices that Shante is the only one he recognizes.

CLUB OWNER (CONT'D)

Where's DJ Marley Marl?

SHANTE

Oh, he couldn't make it tonight.

CLUB OWNER

He couldn't make it? Who's gonna DJ for you?

BIZ

I am.

The Club Owner turns to Biz. Takes in his unique appearance.

Biz does a few BEATS with his mouth. The Club Owner looks perplexed. Shante is a little embarrassed.

SHANTE

This here is Biz Markie. He's, uh,
my human beat box.

CLUB OWNER

Your human beat box?

(beat)

...Okay, well check this out, the
deal I made with Ty was for Marley
Marl and Roxanne Shante for a thousand
dollars - not for a novelty act.
But, since at least half of the act
showed up then I'm willing to give
you half the money.

He pulls out a wad of cash and hands it to her.

CLUB OWNER (CONT'D)

\$500. You can pay "Mr Beat Box"
here what ever you want...You're on
in five minutes.

He walks out the room. Shante turns to Biz.

SHANTE

Biz you better not mess up, I'm
serious.

BIZ

Chill out, I won't. You just tell
me when to come in.

SHANTE

Why the fuck you keep sayin' that?
What the fuck you mean, "when to
come in"?! Yo, listen, you'd better
snap out of that retard shit right
now! And that's my word, Biz!

BIZ

Just tell me when to come in!

She can't believe it.

SHANTE

Oh my God...Yo, I can't believe this
shit! Look, come in when I say
"retarded." Okay? Can you remember
that? When I say "retarded" that's
your cue!

Shante rolls her eyes in disgust.

BIZ

"Retarded." Okay, that's all I asked.

In the background we hear the Club Owner introduce Shante,
They rush toward the stage.

INT. STAGE. BRONX NIGHT CLUB -- CONTINUOUS

Shante and Biz command the stage. There are two microphones set up, they each grab one.

Shante looks over the crowd, then at Biz, he's ready. She lifts the microphone to her lips and starts the show...

SHANTE

"Now...we came here tonight to get started, to cold act ill and get retarded!"

Biz comes in on-cue, with the perfect BEAT. The crowd is hyped! Shante rocks the stage.

SHANTE (CONT'D)

"I'm Shante and the rhymes are def, just rap so fresh 'til I get outta breath. Now this is somethin' that I do have to do, this is the team that I must introduce. He's on the beat, I'm the MC, I'm Shante and he's Biz Markie!"

Shante pauses to give Biz a solo, he's holding his own. The small club is jumping, literally. Shante exploits her control.

SHANTE (CONT'D)

"Now...just throw your hands in the air! Wave 'em like you just don't care! If you're from the Bronx and you know you're def, somebody say OH YEAH!"

CROWD

Oh yeah!

SLOW DISSOLVE TO BLACK:

FADE IN:

EXT. NEW YORK CITY STREET -- DAY

SUPER: Summer, 1985

Kane, looking rugged but cleaned up bounces down the block. He stops, fascinated with a row of KRUSH GROOVE, movie posters.

A group of TEENAGERS pass him. The one with the dookie rope bumps him and looks at Kane with a vengeance.

Kane flips!

KANE

Yo, what's up? You got beef?!

The kids laugh at him and keep it moving. Kane's tempted to attack, but sees 2 POLICE OFFICERS on the beat, decides it's not worth it. Heads toward the train station to Brooklyn.

EXT. BROOKLYN STREET -- DAY

A cleaned-up Biz walks down the same street where he first met Kane. As usual there's a GROUP OF GUYS hanging out on the stoop, dealing. Biz approaches them.

BIZ

Hey, what's up y'all? Anybody know where Kane is?

Thinking Biz is a potential customer, one of the youths jumps off of the stoop to address him.

BROOKLYN DRUG DEALER 1

Whacha need? I got those red tops right here.

He reaches down the front of his jeans, shows Biz the crack he has for sale.

BIZ

Nah, nah...I just came to see my homeboy Kane.

The Dealer puts the crack back in his crotch and gestures across the street.

BROOKLYN DRUG DEALER 1

Oh. Kane's ova there.

Biz walks across the street. Kane's in the middle of a dice game.

KANE

Aaah! C-low baby! I'm stoppin' the bank 'til that bitch broke! Let's go...

Kane looks up, sees Biz. Kane is surprised to see him.

BIZ

Kane, what's up?

Kane looks him up and down.

KANE

Oh shit! What up Biz Markie? Damn G, you lookin' fresh...Gotcha fly cut and all that good shit--whatcha been up to?

BIZ

Just been chillin'.

KANE

Chillin' like a villain, huh? Hell
yea...I can see that. What you been
doin', pumpin' jums?

BIZ

Nah man, I been doin' shows.

KANE

(confused)

"Shows"? What's that, like coke?

BIZ

(laughs)

Nah man, shows. Y'know, doin' my
beat box, workin' wit' Shante.

KANE

Roxanne Shante? Damn baby, stand
back everybody, catch the vapors...

BIZ

Fact, that's what I came to talk to
you about.

KANE

On the strength? Roxanne Shante?
You gonna hook me up with Roxanne
Shante?

Biz laughs.

BIZ

Sort of...Yo, I be up in Marley Marl's
crib, like, 24-7. All we be up there
doin' is makin' def beats all day.
Now Marley said if I make a rap,
he'll let me do a record.

KANE

A record? Word up!

BIZ

Word is bond. That's why I came
lookin' for you, 'cause, you know, I
can beat box all day but I kinda
need help with the rhyme.

KANE

What kind of lyrics you want?

BIZ

I dunno. Somethin' that talks about
me bein' the best beat box or
somethin' like that.

KANE

Alright, alright...You makin' music
with yo' mouth, you got that...

(beat)

Hey, I hook you up with some words
maybe you hook me up with Marley?

BIZ

Word, but we gotta move in easy,
y'know? Can't be hittin' him up
straight away.

KANE

Yeah yeah, time takes time, you got
that, you got that...

The BEAT to "Making Music with your Mouth" trickles in...

INT. RECORDING STUDIO -- DAY

Marley strolls in. He unpacks some vinyl records he brought
along with him. AL, the studio's in house engineer sits at
the console.

AL

What's up Marley? What's with all
the vinyl?

MARLEY

Listen, Al, I need you to record
some samples for me so I can take
'em home and mess wit' 'em in my
808.

Marley hands him a record.

AL

Oh, you got the 808 huh? How you
like it?

MARLEY

It's the joint!

Al places the LP on a turntable. The sample for Biz's "Music
with Your Mouth" teases our ears...

AL

What you want off this?

Marley SCRATCHES...

MARLEY

This right here.

Al looks a bit confused.

MARLEY (CONT'D)

(beat)
Yo, lissen, I'll be right back, I
need to take a piss real quick.

AL

Alright.

Al attempts to pull the scratch as Marley heads to the rest room, leaving Al to capture the sample unsupervised.

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- LATER

Marley gets his equipment ready to test the sample. After he presses "play" we hear the vocal snippet along with a snare drum. He's taken aback.

MARLEY

(to himself)
What the fuck?

He plays it again, same thing. Now he's pissed.

MARLEY (CONT'D)

Al, you stupid muthafucka, you sampled
the wrong beat! You got a damn snare
drum in there too...

Marley plays the sample over and over. Slowly his face changes from pissed to intrigued.

MARLEY (CONT'D)

Hold up, hold up...

Marley plays the snare sample on his drum machine. By comparison the sample is much better. The drum machine snare sounds like a box. His face registers excitement.

INT. RECORDING STUDIO -- LATER

Marley bursts into the recording studio, startling Al. Marley has an even bigger stack of vinyl under his arm. He's excited.

AL

(confused)
Hey Marley, what's--

Marley pulls an LP out of its sleeve and thrusts it into Al's hand.

MARLEY

(excited)
Yo yo yo! Al, sample the kick drum
on the third song...

AL
 (confused)
 Just the kick? Uh, okay, sure
 Marley...What's going on man?

Al takes the LP, still puzzled, and places it on the turntable.

MARLEY
 (very fast)
 You messed up before man, sampled a snare drum, and you know, at first I was really pissed--

AL
 Oh shit, I'm sorry Marley.

MARLEY
 No no no, it's cool, because, like I said, at first I was pissed but then I started listening to it and it sounded fuckin' def, man, bettern' my drum machine, so--

Al samples the kick as directed. He plays it back for Marley
 It's dope! He's nearly crazed with excitement.

AL
 (confused)
That what you want?

MARLEY
 Oh hell yeah! That's funky fresh!
 Shit!
 (beat, dawning realization)
 ...You know what this means, Al?

Marley keeps re-playing the sample.

AL
 Uh, no.

MARLEY
 (slowly)
 This means I can take the kick...or the snare...hell, I can even take cymbal crashes...from any song in the fuckin' world...and use it to make my own beats! Damn...my beats will have their own sound!

Al is lost and looks it.

AL
 I don't get it. The drum machines already have kicks and snares and shit on 'em.

Marley gives up trying to explain.

MARLEY

Never mind man. Bust it..

Marley hands Al a stack of records.

MARLEY (CONT'D)

Just sample what I want. You'll see
what I'm talkin' 'bout...Just watch,
you'll see...

EXT. STREET OUTSIDE RADIO STATION -- NIGHT

Marley and Ty stroll to the WBLS Building. They pass a car with Pennsylvania plates. The TWO THUGS from Philly exit the car.

GUY NUMBER ONE

Yo, Marley Marl?

MARLEY

(turns slowly, vaguely
recognizes them)

What up?

GUY NUMBER ONE

You...We gave you a record to play
on the Mr. Magic show about a month
ago.

(beat)

We ain't hear it yet.

MARLEY

Lissen man, people give me shit to
play all the time. Besides what's
all this to me?

GUY NUMBER ONE

This.

He pulls out a handgun and presses it against Marley's neck in one quick motion.

GUY NUMBER TWO holds a gun against Ty's neck. They're scared but play it cool.

MARLEY

Shit man, are you *crazy*?

GUY NUMBER ONE

We want that record played. Tonight.

GUY NUMBER TWO

Magic's show ends in a half hour.
We don' hear that record, you gettin'
dropped. Any questions?

MARLEY

No man, I'm cool.

The two guys ease up. Marley and Ty retreat into the building, with the two thugs watching.

INT. WBLB BUILDING (LOBBY) -- CONTINUOUS

Marley's thoughts are running wild. Ty is on him as they head towards the elevator.

TY

What's that about?

MARLEY

I don't know.

TY

What the fuck you mean you don't know. They didn't ride all the way here wit' guns for nothing.

Marley spills it.

MARLEY

They gave me a record to play--

TY

I know that much. What else did they give you?

MARLEY

What do you mean what else did they give me?

TY

You know what the fuck I mean.

They stare through each other. Then...

MARLEY

Two thousand dollars.

Ty loses it.

TY

What!?! Where's the fuckin' record?

MARLEY

I threw it in the trash.

TY

What the fuck is wrong wit' you?! You gonna get us killed up in here.

INT. RADIO STUDIO -- MOMENTS LATER

Magic is playing a hit record when Marley and TY enter. They look frazzled.

MR MAGIC

Where the hell you two been? Last time I checked you was the DJ and I was the host.

(notices their looks)

Yo, what's the matter?

INT. PHILLY CAR. LATER

The two Guys are listening to Magic's show on the radio, bopping their heads, rapping along.

INT. RADIO STUDIO -- LATER

Marley and Shan have finished their story. Magic sits back, digests it.

MR MAGIC

You kiddin' me, right?

MARLEY

No, we ain't kiddin'.

(beat)

Problem is I don't remember which record they talkin' about.

Ty looks at Marley incredulously.

MR MAGIC

Alright. Relax. It don't matter. Sir Juice don't play nothin' he don't wanna play...

(a little chuckle)

Lemme show you suckas exactly why I'm called "Sir Juice"...

Magic opens the mic, his approach a bit slicker...Gives out the "Juice Call" over the record playing.

INT. PHILLY CAR -- SAME

The two thugs stop bopping to Magic's show. The "Juice Call" sounds. They look at each other quizzically.

GUY NUMBER TWO

What the fuck?

INT. QUEENS DOPE HOUSE -- SAME

LANCE, DOPER and other PEOPLE are doing drugs, messing wit WOMEN etc. Magic's show plays on the radio. It's chill. The "Juice Call" sounds over the airwaves.

DOPER
Yo, Lance, is that the Juice Call?

LANCE
Yeah. Get the others. Strap up.
Let's roll.

They get up, grab some weapons and split.

EXT. STREET OUTSIDE RADIO STATION -- LATER

Marley and Ty exit the studio. The Two Guys from Philly exit their car, guns drawn. Mr. Magic strolls behind them.

GUY NUMBER ONE
You think we're playing around wit'
you Marley? This here's Magic's
last record of the night.

GUY NUMBER TWO
We didn't hear our shit on the radio.

MR MAGIC
And you ain't gonna hear your whack
ass shit on my radio show!

The two thugs rush them.

Suddenly a massive ROAR OF ENGINES converge.

30 GUYS FROM QUEENS descend in front of the building in cars and motorcycles, weapons drawn. Lance gives Magic the nod of respect.

The Guys From Philly look around, they're outgunned. A moment of silence--all we hear are WEAPONS COCKING and MAGIC'S SHOW on various car radios.

The dudes jump in their car and SCREECH off.

Mr. Magic steps into the center of the street surrounded by his boys as Ty and Marley look on.

MAGIC'S VOICE reverberates eerily through the street.

MR MAGIC (CONT'D)
I...am...SIR JUICE!! This is my
muthafuckin' house!

His laughter fills the New York air.

DISSOLVE:

INT. MR MAGIC'S APARTMENT -- NIGHT

Ty and Mr. Magic's laughter engulf Mr. Magic's lavish apartment as they recap the day. They're sniffing coke off \$20 bills.

TY

Did you see how those two clowns
jetted?! That shit was crazy!

MR MAGIC

Yeah, I know...I was there.

Ty sees Mr. Magic is over it...

TY

Y'know, Magic, I been thinkin'...

MR MAGIC

I know, I heard the gravel slidin'
'round in your head.

They share a laugh.

TY

No, for serious, man. Yo, this is
what we need to do...

He takes a sniff, then passes the creased bill to Magic.

TY (CONT'D)

We need to start our own damn record
label. Put all this shit we're doin'
out ourselves.

MR MAGIC

What? You crazy, man.

TY

No, what's crazy is that "Roxanne's
Revenge" sold two hundred and fifty
thousand units in three months.

MR MAGIC

Say what?

TY

Yeah, for reals. And that was just
some shit Marley did in his fuckin'
livin' room!

Magic is surprised.

MR MAGIC

Two hundred fifty thousand units?
Word?

TY

Yeah, word. I checked it out myself
man. Look, Marley gonna make the
hits, we know that, all we gotta do
is press up the next one and put
that shit out ourselves. I'm tellin'
you man, it's crazy if we don't.

MR MAGIC

Just like that huh? We just press some shit up and put it out, huh? Ty, you a stupid muthafucka, you know that? First of all, I can't be partner in a record label and be on the radio at the same time, and I damn sure ain't gonna be pushin' no records on my show helpin' some other sucka build a record label that I ain't part of.

(sniffs)

Second of all, pressing up units costs money. Where the hell you gonna get the cash from?

TY

I already thought about all those questions Magic.

MR MAGIC

Oh yeah? What did you come up with?

TY

Check this out. We bring in LEN. He can run the label and give us the money we'll need to start pressin' units.

Magic thinks about that as he sniffs a line of coke.

TY (CONT'D)

And you don't have to be owner of the label to get paid. Shit, I can think of a hundred ways to get money to you without raising any red flags. And if I can think of a hundred ways, I know your slick ass can think of a million...

Mr. Magic warms to the idea.

TY (CONT'D)

Think about it, by this time next year we could be cold chillin'!

MR MAGIC

Cold chillin'...Yeah, I like the way that sounds...

(reflects)

By this time next year, cold chillin'..

EXT. MARLEY'S QUEENSBRIDGE APARTMENT (PARK) -- NIGHT

Marley, Shan, Biz and Eric B sit on a park bench drinking beers and getting high. They're buzzed. Marley starts teasing Eric B.

MARLEY

Yo E, what happened to your MC? I thought he was comin' ova to wreck shit? What's his name? Fast Fox? Freaky Fox? Fox Trot...

ERIC B

His name's Freddy Fox and I don't know what happen.

SHAN

He stood ya up, that's what happen.

ERIC B

Okay, he stood me up, no matter. Fuck him. I got anotha dude comin' ova right now from Long Island named Rakim, and he's iller.

MARLEY

Yeah yeah, whatever. Just don't think I'm gonna keep holdin' my def beats for these "no-showin' ass rappers" you got.

BIZ

Yo Marley, I'm ready to kick some of my rhymes. You got a beat for me?

MARLEY

Yeah, when E's new imaginary rapper don't show, I'm gonna give you his beat.

They get a laugh at Eric B's expense. Biz sinks.

Ty and Mr. Magic make their way through the darkness of the project. GLASS CRACKLES under their feet.

They ease over to the crowded bench.

MR MAGIC

What's up fellas? Sir Juice is in the house!

Everyone greets Mr. Magic. Magic sidles up to Marley.

MR MAGIC (CONT'D)

Yo Marley, lets go upstairs so me, you and Ty can talk.

Marley's hesitant, then...

MARLEY

Yeah...aaight.
(to Crew)
We'll be upstairs.

The three retire to Marley's building, leaving the rest of the group in the park.

INT. MARLEY'S QUEENSBRIDGE APARTMENT BEDROOM -- NIGHT

Marley, Ty and Mr. Magic walk into Marley's bedroom. Marley puffs on his joint. Magic passes the laced \$20 to Ty as he lays down his game.

MR MAGIC

Marley, Ty an' me, we just started a record label, Cold Chillin' Records.

MARLEY

Word?

TY

Yeah. We gonna start puttin' out our own shit. Fuck lining the pockets of some cracker.

MR MAGIC

And everybody gonna have a part to play, and we all gonna get paid - together.

MARLEY

(beat)

I dunno...I don't know nothin' 'bout record labels.

MR MAGIC

Shit, you know how to produce records, don' you? That'll be your job.

TY

Yeah, all you gotta do is give us some fresh-ass music, just like you been doin' and we gonna do the rest.

The sound of various VOICES invade the private conversation. Then, a KNOCK at Marley's DOOR. Shan opens the door, peeks in.

SHAN

Yo Marley, E's homeboy is here. What beat you want to let him rock?

MR MAGIC

What the fuck Shan? We in here talkin' some serious business shit an' you bust in askin' bout a damn beat?!

SHAN

My fault Magic, my fault...

He backs out the door.

MARLEY

(shoots Magic a look)
Hold on. Shan, give him the mellow
one.

SHAN

"My Melody"?

Magic sighs, exasperated at the intrusion.

MARLEY

Yeah, let him rock that, and if he
want's somethin' more up-beat then
play him the one that says "For
President" on the tape.

SHAN

Gotcha.

He's about to exit, pauses, reaches for Marley's cocaine
laced refer. Marley reluctantly hands it to him. Shan exits.
Mr. Magic huffs again.

MR MAGIC

(to Marley)

Y'all finished?...Anyway, like I was
sayin', all you gotta to do is keep
makin' hits and we all gonna get
paid.

Marley thinks about it as he rolls another cocaine-laced
joint. Marley nods his head in rhythm. In the background
he/we here the opening bars of "Eric B For President" with
Rakim rapping.

MARLEY

(Almost to himself)

Yeah...Yeah, I'm feelin' that...
that sounds fresh...

TY

That mean you in?

Marley, who's distracted by the music coming from his living
room, looks up.

MARLEY

Say what?

MR MAGIC

What the fuck you mean "say what"?
You said it sounds good, so that
means you're down, right?

MARLEY

Oh! Na, I was talkin' 'bout the
music, man...

MR MAGIC

Damn Marley, keep your mind on
business, homeboy!

MARLEY

Right...right...I mean, yeah, I'm
in. But, how much bread we talkin'?

TY

Depends on how many records we sell.
But if we get one or two more like
"Roxanne's Revenge" we could all be
pocketin', shit, I dunno, like a
hundred G's by the end of the year.
Easy.

Marley likes the sound of that.

MARLEY

Yeah, yeah...This idea of yours is
dope, Magic. I'm in.

MR MAGIC

Abraca-fuckin-dabra, baby.

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- DAY

Marley's at his drum machine, banging out the first chords
of "The Bridge." Shan is with him, writing down the rap.
The song progresses and Shan recites.

DISSOLVE TO:

EXT. QUEENSBRIDGE PARK -- DAY

The park is packed with PEOPLE jamming to Marley and Shan
performing "The Bridge" while the crowd goes crazy. KIDS
break dance...FIENDS roam...DRUG DEALERS sell...

SHAN

(raps)

"You love to hear the story, again
and again, of how it all got started
way back when, the monument is right
in your face, sit and listen for a
while to the name of the place: the
bridge, Queensbridge..."

"The Bridge" continues to play over:

INT. COLD CHILLIN' RECORDS -- DAY

A GROUP OF WORKERS are taking orders on the phone while OTHERS
are filling boxes with copies of Cold Chillin' product. Ty
is wearing an expensive suit.

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- DAY

Marley now has a lot more equipment. Marley watches Trina and Magic get high off \$50's, they pass the bill to him, he passes. They look at him funny.

INT. SCOTT LA ROCK'S CAR -- DAY

KRS-ONE, D-NICE and DJ SCOTT LA ROCK cruise, listening to "The Bridge" on the radio. They rock their heads to the beat.

"The Bridge" fades out...

INT. POWERPLAY STUDIOS LOUNGE -- DAY

Marley and Mr. Magic walk into the lounge area. Marley has a reel in his hand, we see it's marked with the words "Drum Reel #3." After a minute Al comes in.

AL

What's up fellas?

MR MAGIC

What's up? I'll tell you what's up.
Your ass is late, that's what's up.
Do I look like a muthafucka you want
to keep waitin'?

Al is bewildered, turns to Marley.

AL

Who the hell is this, Marley?

MR MAGIC

I'll tell you who I am, I'm Sir J-U-
ice! The magic man! And if you
want to roll with the Juice Crew you
need to be on point!

As Mr. Magic continues ranting, SUPER NATURE MEMBER 1 walks into the lounge and heads straight to Studio B located in the back.

THE CAMERA follows him.

INT. STUDIO B. POWERPLAY STUDIOS -- CONTINUOUS

Inside studio B are KRS, Scott and SEVERAL MEMBERS of his rap group, Super Nature. They're in the middle of their session when he walks in.

SUPER NATURE MEMBER 1

Yo Kris, guess who's out in front?
Mr. Magic and Marley Marl.

KRS ONE

On the real? They still there now?

SUPER NATURE MEMBER 1

Yeah.

KRS turns to his partner, Scott.

KRS ONE

Yo Scott, we should go get Magic to check out our new joint. If he likes it he could play it on the Rap Attack tonight!

THE CAMERA follows as KRS One leads Scott out the room and to the lounge.

INT. POWERPLAY STUDIOS LOUNGE -- CONTINUOUS

KRS and Scott enter the lounge. Mr Magic is still ranting, KRS interrupts.

KRS ONE

Excuse me...Mr Magic? Pardon the interruption...

Magic turns to KRS. He doesn't like being interrupted.

MR MAGIC

Pardon shit! Who the fuck are you?

KRS is thrown by Magic's aggressiveness.

KRS ONE

Uh, my name's KRS One and, uh, this is my partner, Scott La Rock.

Scott nods at Magic. Magic's not impressed.

MR MAGIC

Yeah? So?

KRS ONE

So, we got a group, Super Nature, and we just finished putting together one of our jams, y'know, in the other studio and...and we were wondering if you wouldn't mind, y'know, coming to check it out. Let us know what you think.

(beat, sees Magic is uninterested)

'Cause, I mean, you are Hip Hop and... we'd really appreciate it. Knowing what you think.

An awkward silence. Mr. Magic deadpans KRS.

MR MAGIC

"What I think"?

(MORE)

MR MAGIC (CONT'D)

(laughs)

Shit, I tell you what I think and you right, I AM Hip Hop and everybody want to know what's on Mr. Magic's mind...Shit, you ever stop to think that maybe Magic got something better to do than stop and lissen to some sucker MC's?

Another awkward silence. Marley looks embarrassed. Scott has his mouth open, shocked at Magic's tone.

KRS ONE

Uh...I know you're busy-- hell, you're Sir Juice! But it'll only take a minute and it'll really mean a lot to us. We're big fans. We'd be honored.

Mr. Magic is amenable to the ass-kissing. He reluctantly surrenders to the request.

MR MAGIC

What the fuck. I guess I got a minute. Come on Marley.

Magic cuts Al a look. Al and Marley share a glance. Marley shrugs.

Scott, KRS, Marley and Mr. Magic walk to the back into studio B.

Scott eyes KRS, they both roll their eyes. Marley still has his reel in his hand.

INT. STUDIO B. POWERPLAY STUDIOS -- CONTINUOUS

The group enters the studio. The members of Super Nature are delighted to see Magic and Marley in their midst.

MR MAGIC

Sir Juice is in the house!

The crew is filled with anticipation. Scott gets to the point.

SCOTT

(re: song)

It's called "Success Is the Word"...

Scott plays the song that the group just recorded.

As it begins everyone (with the exception Mr. Magic) are bobbing their heads to the groove. After a minute Mr. Magic tells Scott to stop the music.

MR MAGIC

Yo, what the fuck was that?!

The room goes silent. Magic is livid.

MR MAGIC (CONT'D)

Somebody tell me what the fuck that bullshit you just played was!

The crew timidly glance at one another.

MR MAGIC (CONT'D)

That shit ain't Hip Hop! An' I tell you somethin' else, y'all in here wastin' ya time and money, cause y'all don't know what the fuck y'all doin'! You wanna hear some real Hip Hop y'all best tune in to the Rap Attack, 10 o'clock tonight!

Mr. Magic storms out of the studio leaving everyone standing in a state of shock. The room is still.

Marley apologizes as he quickly squirms out of the studio, leaving his drum reel.

THE CAMERA closes on KRS One. His face registers anger. We hear the opening chords of "South Bronx."

EXT. BRONX'S FRANKLIN ARMORY SHELTER -- DAY

SUPER: THE BRONX, 1986

KRS strolls into the shelter...reciting lyrics to himself. The "South Bronx" intro plays into...

INT. RADIO STATION -- DAY

Magic is spinning "South Bronx."

Marley enters with Ty and Shan, some records cradled under his arm. Shan frowns.

SHAN

Yo, Magic, I can't believe you playin' that shit.

MR MAGIC

Hell yeah I'm playin' it, people requestin' it. You don' like it go an' make somethin' better.

SHAN

Yo, those Boogie Down boys are buggin' the fuck out!

(MORE)

SHAN (CONT'D)

"South Bronx" my ass... An' what's that shit about "Instead of tryin' to take out LL, you need to take your homeboys off the crack..."

Shan paces, Marley watches.

SHAN (CONT'D)

So what we gonna do 'bout it, Marley?

MARLEY

What do you mean we?

SHAN

Shit, we got to answer! We can't go out like that!

MARLEY

Aw, why give BDP any more play? We answer, they answer...Pretty soon Boogie Down Productions be buildin' a career offa our backs.

SHAN

Ain't you the one tol' me I shoulda called out LL for takin' my beat?

MARLEY

That was different.

SHAN

Why?

MARLEY

Didn' involve me.

INT. CLUB -- NIGHT

"South Bronx" continues as KRS, Scott and the rest of Boogie Down Productions are on stage performing the hit song.

The club is jumping, fists are pumping.

KRS ONE

(raps)

"...the poet, the Blastmaster KRS-One, the Grand Incredible DJ Scott La Rock, Boogie... Down... Productions, FRESH FOR '86, SUCKERS!"

INT. WBLR RADIO STATION -- DAY

MUSIC enters: "Kill That Noise" by the Juice Crew. The phones light up.

MR MAGIC

(on mic)

Yeah, that's the Juice Crew, right here on The Rap Attack with their massive slap-down "Kill That Noise." You know who they talkin' to...Who that on the line?

PHONE CALLER

(on phone)

Hey yo, kill that noise, Magic!

MR MAGIC

Yeah, you got that right! Kill that noise, South Bronx! Kill that noise!

PHONE CALLER

No, I mean for real. Kill it. That song is busted, Magic.

Magic realizes the Caller doesn't like the song.

MR MAGIC

Busted?! You crazy? That song is ill!

PHONE CALLER

Yo, "Queensbridge Bridge Is Over,"

Magic disconnects the call, goes into a commercial. He rips off his headphones and throws them across the room, just as Ty and Marley enter. Ty ducks as the headphones fly past him.

TY

Yo, what's up Magic?

He glowers at Marley.

MR MAGIC

We got to have us a little talk.

We hear the CYMBAL CRASH of "The Bridge is Over"...

INT. MARLEY'S QUEENSBRIDGE APARTMENT (KITCHEN) -- DAY

Marley, Shan, Ty and Magic are gathered. The mood is tense. They pass around a coke laced \$50 dollar bill. Marley lets it pass by him. Shan is tempted by the powder.

MR MAGIC

Yo, what the fuck, Marley? You supposed to deliver hits, that's your "job."

MARLEY

Don't "what the fuck" me, Magic!
(MORE)

MARLEY (CONT'D)

I didn't do this joint by myself,
Shan handled the rhyme.

Shan eyes Marley coldly.

SHAN

Oh, you layin' this on me, huh?

MARLEY

I tol' you if we gonna battle BDP
then the rhymes needed to be tight.

SHAN

Yeah? Well maybe it was your weak-
ass beats that did the damage.

Marley and Shan begin to argue (IMPROV). Ty intervenes.

TY

Yo, lissen, we ain't gonna move more
units arguing like this. So score
one for Boogie Down. Who cares?

MR MAGIC

I care 'cause they cuttin' in on my
money!

Silence. Shan and Marley avoid each other's glances. The
BEAT to "The Bridge is Over" bounces in.

EXT. BROOKLYN STREET -- NIGHT

Kane strolls out of a bodega. A bit rough, but his gear is
tight.

As he walks a car slowly pulls up beside him. Kane is
suspicious and gently fingers a pistol hidden in his
waistband.

He speeds up, the car speeds up. He slows down, the car
slows down.

He stops abruptly and is about to confront the vehicle when
we hear...

BIZ

Yo, Kane! What up man?

Kane turns, sees Biz getting out of the car, grinning, totally
unaware. Kane relaxes. They greet each other.

KANE

Oh shit! Biz, you crazy rollin' up
on me like that? I was about to
bust a cap in this fly-ass car.

(beat)

This your ride?

BIZ

Na man it's an OJ.

Kane teases him.

KANE

Okay, okay...So you rollin' 'round
in OJ's now, huh? Shit, that rap
money must be flowin'!

Kane brushes imaginary lint off of Biz's shoulder, kidding
him.

BIZ

A little somethin' somethin'...Nah,
for real though. Fact, that's what
I came to see you about. I know you
be hearin' that song you wrote for
me on the radio.

KANE

Hell yeah!
(recites)
"Make the Music with your mouth Biz."
They be pumpin' that shit at the
jams too. Everybody be rockin' when
that mess come on.

BIZ

On the strength?

KANE

No lie.

Biz reaches in his pocket and pulls out a wad of cash. Kane
freaks, looks around quickly.

KANE (CONT'D)

Damn, you crazy? Don't be flashin'
that shit on the muthafuckin' street!

Biz hands the money to Kane. Kane flips though it. His
eyes pop.

BIZ

That's ya cut.

KANE

This is all me? How much is this?

BIZ

It's a cool G.

KANE

Damn, I wasn't expectin' you to come
hit me off like this.

BIZ

(beat)

Well, fact is, I didn't come just to give you the skrilla...I was wonderin' if you'd hook me up with some more rhymes.

KANE

Shiiit Biz, You keep comin' at me like this an' I'll write the whole fuckin' record.

They laugh.

BIZ

Cool. Just put somethin' together and bring it to me. I'm usually ova at Marley's place in Queensbridge Projects. 21st Avenue. Come through when you got somethin'.

KANE

Okay. No doubt.

They embrace and Biz jumps back into the back seat of his OJ and waves. Kane watches the car drive off, watching his back before he posts himself by the pay phone, at the corner.

It's business as usual. A MAN walks by with a BOOM BOX on his shoulder BLASTING "The Bridge is Over"...Kane bops to the beat.

EXT. RECORD STORE -- DAY

SUPER: 1987

KRS-ONE and Scott La Rock signs autographs as lines of fans wait. The STORE DJ blasts their hit "The Bridge is Over"...

EXT. BANK -- DAY

Shante is walking down the street. She sees KRS-One enter the bank. She's furious! Follows him inside.

INT. BANK -- CONTINUOUS

Shante approaches him in line and gives him a hard push.

SHANTE

Yo Kris, you like talkin' shit, huh?
Keep my name outta ya nose!

KRS ONE

What the fuck's the matter with you
Shante?

SHANTE

"Finally figured out Magic mouth
used for suckin' an' Roxanne Shante
only good for steady fuckin'!"?

BANK CUSTOMERS whisper and stare.

KRS ONE

You're buggin...it's only a record!
Damn, it ain't like I said you was
ugly or nothin'...

He laughs. She takes a swing at him, he ducks. "The Bridge
is Over" bumps louder.

MUSIC continues over:

SLO-MO

EXT. MORRIS AVENUE, SOUTH BRONX -- DAY

Scott La Rock rolls up in his red Jeep Cherokee with some of
his HOMIES. The Jeep comes to a stop outside a building.
He's BLASTING "The Bridge is Over."

On the stoop, some STREET BOYS, approach the Jeep. Scott
gets out of the Jeep and talks to them (MOS), they listen
with reverence--Scott's a local hero.

ONE of the dudes in a HOOD is less impressed. He slowly
slinks away and enters the apartment building.

Scott finishes talking. Lots of handshaking going around.
Whatever the problem was, it's been resolved. Suddenly THE
SOUND OF GUNFIRE. PEOPLE scatter. Scott jumps into the
Jeep.

EXT. ROOF OF APARTMENT BUILDING -- CONTINUOUS

The Hood is on the roof with a pistol, firing at the Jeep.

Scott is hit in the neck. He slumps over. A lot of blood.
The Jeep speeds away.

DISSOLVE:

EXT. QUEENSBRIDGE PROJECTS -- DAY

Kane jogs up the subway stairs onto the street, towards the
projects. He stops and stands on the corner, looks both
ways then paces.

EXT. QUEENSBRIDGE PROJECTS -- LATER

Kane walks impatiently up and down the block. He approaches
a group of TEENAGE GIRLS hanging out in front of a project
building.

KANE

'Cuse me, can I ask y'all somethin'?

The girls give him their attention.

KANE (CONT'D)

I was supposed to meet this dude here, Biz Markie, like, two hours ago. We suppose to go see Marley. I think I musta missed him--can y'all tell me where Marley lives?

The girls are a little skeptical.

PROJECT GIRL 1

Yeah, we can tell you...but I don't know if we should be doin' that.

KANE

Why not?

PROJECT GIRL 1

No offense, but we don't know you. You might be tryin' to rob 'em or somethin'. I wouldn't want that on my conscience, know what I'm sayin'?

KANE

Rob 'em?! Do I look like a robber to you?

Beat. The Girls eye him up and down. Kane gets it.

KANE (CONT'D)

Okay, neva min', look...

Kane pulls some papers out of his pocket.

KANE (CONT'D)

I'm suppose to give this to Biz. It's a rap. I wrote it for him.

Project Girl 1 looks over the papers. She reads it, hands it back to Kane.

KANE (CONT'D)

Well? It's good, right?

PROJECT GIRL 1

Yeah, it's good - but how do I know you wrote it? Maybe you find dat on the street.

Kane is exasperated.

PROJECT GIRL 2 smiles at Kane, cuts through the BS.

PROJECT GIRL 2

(to Kane)

Oh, don't mind her. She always
lookin' for drama...Marley lives in
Buildin' 41-14 on the 12th street
side, apartment 2E.

Project Girl 1 swats Project Girl 2 on the arm.

PROJECT GIRL 1

Don' be tellin' him dat!

PROJECT GIRL 2

Shut up! I do what I want!

The two girls get into it. Kane mumbles "Thanks" and rushes
off, in the wrong direction. Project Girl 3 corrects Kane.

PROJECT GIRL 3

12th street the other way, man!

Project Girl 1 swats Project Girl 3 on the arm.

PROJECT GIRL 1

Yawl need to mind your business.

PROJECT GIRL 3

So do you!

They all get into it as Kane turns and coasts the other way.

INT. HOTEL ROOM -- DAY

Biz is with TWO SCANTILY-CLAD WOMEN. He has his shirt off.
The three of them are on the bed joking. His phat dookie
rope hangs on his Buddha belly.

HOTEL GIRL 1

Yo, how you be doin' that shit with
your mouth?

BIZ

Girl, what you talkin' bout? I don't
shit wit' my mouth.

The girls giggle.

HOTEL GIRL 2

You so crazy Biz. It's kind of sexy
though.

HOTEL GIRL 1

Go 'head Biz, make a beat for us.

As he starts to beat box, the girls plant kisses on his body.

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- DAY

Marley's reading a newspaper article. The headline reads:
"Local Rapper Gunned Down in Bronx."

MARLEY

(puts paper down)
Shit, papers are callin' this thing
between us an' Boogie Down Productions
a "Rap War" now...

SHAN

Scott La Rock's murder didn't have
nothin' to do with us, Marl, you
know that. It was just some fuckin'
turf war.

MARLEY

Still, I ain't puttin' out no more
dis records. Gotta show some respect.

They're interrupted by a KNOCK on the door. Marley's ears
perk...he creeps toward his door, places the chain on.

Marley opens the door a crack. Kane can be seen through the
sliver.

KANE

Marley Marl?

MARLEY

That depends. Who are you?

KANE

Kane.

MARLEY

That supposed to mean somethin' to
me?

KANE

Kane. I work with Biz.
(beat)
I write his rhymes.

MARLEY

News to me. Far as I know Biz writes
his own rhymes.

KANE

You sayin' Biz never mentioned me?
Damn...Look, if I ain't Kane then
who the hell am I?

MARLEY

I dunno, a stick-up man?

KANE
 Do I look like--
 (beat)
 Neva min', I can prove it...

Kane recites one of Biz's hits word-for-word. Marley cuts him off.

MARLEY
 Yeah, well, how do I know you didn't
 just learn that from one of Biz's
 records?

Kane exhales loudly.

KANE
 Because I didn't.
 (beat)
 I brought a new rap for him.

He shoves the paper through the door. Marley reads it. His eyes shine. He opens the door, Kane enters.

The minute he enters, Kane's presence fills the room. He acknowledges Trina and Shan with a nod.

MARLEY
 Trina, Shan, this here is a man named
 Kane.

SHAN
 Yeah? Like the Kung-Fu dude, huh?

Shan makes a kung-fu move and laughs. Kane's not amused.

KANE
 King Asiatic Nobody's Equal.

SHAN
 ...Say what?

KANE
 Kane...Big Daddy Kane.

MARLEY
 Big Daddy huh?

Marley twiddles the lyrical paper in his hand. Overlooks Kane's statuesque presence...takes him in.

MARLEY (CONT'D)
 How long you been writing rhymes for
 Biz?

KANE
 Since he started rapping.

MARLEY

That's what you wanna do? Write
rhymes for other people?

KANE

I ain't ever really thought about
it.

MARLEY

Where you from?

KANE

Brooklyn.

MARLEY

And you came all the way to Queens
to give Biz a rap...you wrote?

Kane eyes Shan and Trina...back to Marley. Beat.

KANE

Nah, I came to meet you. Thought
maybe I start thinking about writing
my own shit.

Marley has a new respect for Kane. Leaves Kane in the middle
of the floor, watching him as he strolls to his production
gear.

MARLEY

You ever record before?

KANE

Nope.

Shan sulks with envy. He fires up another laced joint, shares
it with Trina. Marley shakes his head. Looks over Kane one
more time. Passes him a mic.

INT. MAGIC'S OFFICE. COLD CHILLIN' RECORDS -- DAY

SUPER: 1988

Biz is slumped in an over-stuffed chair, chillin' out. A
poster for Biz's first LP, "Goin' Off" sticks on the wall
behind him.

Magic is at his desk, on the phone.

Shan writes a rhyme in his lyric book. Ty counts records.

On the TV is Yo! MTV RAPS...FAB FIVE FREDDY is interviewing
KRS-One about the elements of hip hop and how hip-hop is a
culture...a way of life...not a fad...

BIZ

Yo, Ty, how long we gonna wait for
Shante? I got places to go, man.

TY

Just give her a couple more minutes,
Biz, I'm sure she'll be here in a--

He's interrupted by the arrival of Shante. All eyes are on her, Magic even hangs up the phone and stares. She's very pregnant.

BIZ

Well, I guess we don' have ta ask
what you did on your summer vacation.

TIME CUT:

INT. MAGIC'S OFFICE. COLD CHILLIN' RECORDS -- LATER

Everyone's talking at once.

SHANTE

I don't see what the problem is. It
don't affect my rappin'.

TY

What are we supposed ta do, Shante?
Send you out on tour with a wet nurse?
...Shit, fuck that!

MARLEY

I told you this was gonna happen,
you keep hangin' 'round that gutter
trash.

SHANTE

You leave Twan outta this Marley!
Twan is good to me, Twan loves me!

MR MAGIC

Once again a muthafucka's messin'
with my money.

TY

(to Magic)

What are we gonna do, cancel the
tour?

SHANTE

No, don' do that!

MARLEY

No...we won't do that. We send Biz
out with Kane.

Shante turns to Marley, surprised and hurt. Marley is insensitive to her expression.

She rises and storms out the room. After a second...

BIZ

Me an' Kane can handle it, Magic.
Send me out with Kane.

MR MAGIC

Shit...Put that scary-ass nigga on
stage? You crazy.

Magic laughs. Shan laughs. They high-five. Shan is happy to have some of the heat off him. Marley cuts his eyes at him.

MARLEY

Y'know, we oughta be thinkin' 'bout
signin' Kane.

(beat)

I say send him out.

Magic and Marley butt heads...neither budge. Ty eases the tension.

TY

He *is* a Cold Chillin' artist.

MR MAGIC

He's a Cold Chillin' writer. Can
the man even MC?

MARLEY

Hell yeah...Shan heard him.

Shan's silence speaks volumes.

TY

So, what's up Shan?

SHAN

(grudgingly)

Yeah, Kane's alright I guess.

MR MAGIC

Aaight...I can use me a good magic
show. Take him to Dapper Dan. Let's
try him out nice an' easy. He can
do his thing at my birthday party.

INT. MR. MAGIC'S APARTMENT -- NIGHT

It's packed with CELEBRITIES and BEAUTIFUL PEOPLE. Marley is Djing. Magic MC's, introducing Kane, who has been transformed.

He steps out in a fly suit, gold jewelry and his wild 'fro has been shaped into a high-top fade.

He whips out his mic and goes into a rap, turning the place inside out. Magic is finally impressed.

MUSIC CONTINUES OVER:

SLO-MO

DISSOLVE:

INT. CLUB. NIGHT

Biz is on stage rapping with Kane.

Kane takes the mic and launches into a mind-blowing rap.
The CROWD goes wild.

INT. MARLEY'S QUEENSBRIDGE APARTMENT -- NIGHT

Trina cools out with Shan and a COUPLE MORE PEOPLE.

Shan looks rougher than we've ever seen him. They're all
sniffing cocaine off \$100 dollar bills and listening to MUSIC.

Marley enters, takes in the scene. He isn't pleased.

SHAN

Well, if it ain't the "supa-produca"
himself! What up Marley?

Marley sets his bag of tapes down, ignores Shan.

Trina struts over to Marley, gives him a kiss. He turns his
head. Trina is offended.

TRINA

What's the matter with you?

MARLEY

Nothin'. I'm just tired.

TRINA

(beat)
Whateva...

She goes back to the couch, Shan hands her the cocaine laced
\$100. She snorts.

SHAN

Yo Marley, when we gonna get back in
the studio?

MARLEY

I dunno, Shan. I been kinda busy.

SHAN

Yeah? Well I was wonderin' if maybe
I should take it personal or not.
Seems like the only rappers that get
your ear these days are Biz and Kane.

He's taunting Marley, trying to draw him out. Marley isn't taking the bait.

MARLEY

It's late. I wanna go to bed.

SHAN

Shit, you gettin' soft man. It ain't late, it's only after two. Party just gettin' started...

Shan takes another hit. Marley goes over and skids the NEEDLE off the RECORD. The room goes silent. It's tense and awkward.

MARLEY

Yeah, well, it's late for workin' men.

Shan glares at Marley.

SHAN

You tryin' to say somethin'?

Marley returns Shan's look.

MARLEY

I ain't tryin', I'm sayin'. It's late an' I wanna go to bed. You wanna party then take it someplace else!

The two stare each other down. After a moment Shan blinks.

SHAN

Shit, you right Marley. My crib got more room anyhow.

(to others)

C'mon, let's move the party to a more convivial atmosphere.

Shan and the others get their stuff and move toward the door. Shan pauses at the door, eyes Marley one last time.

SHAN (CONT'D)

(quotes "Kill That Noise")

"Lesson number one: first strike aim, you shouldn't do things to degrade my name. Your records won't sell 'cause the people won't buy 'em, a sucker DJ's like a chicken, I fry him."

(beat)

See ya 'round, Marley.

Shan and the others leave.

Trina looks put-out that the party's over.

She takes another snort. Marley walks over to her and slaps the bill out of her hand.

TRINA

What the fuck you doin'!?

MARLEY

I'm cleanin' house, Trina. I had enough of this shit...

Trina scrambles to the floor to retrieve the powder.

Marley scatters the coke with his feet, picks up all the drug paraphernalia and dumps everything into a trash, walking over her as she sits on the floor in agony.

MARLEY (CONT'D)

I ain't doin' this shit no more, and I ain't lettin' it be done in my house no more either!

TRINA

What the hell's gotten into you?

MARLEY

Look 'round Trina, take a hard look 'round...tell me what you see.

TRINA

(looks around)

What? You mean the sofa?

MARLEY

(sighs)

No, I ain't talkin' about the fuckin' sofa, Trina... I'm talkin' 'bout you an' me...'bout the way we livin'.

TRINA

Yeah, we livin' large. We livin' pretty smooth.

Marley paces back and forth.

MARLEY

No we aren't! We think we all smooth and above it all, laughin' at all the suckas and leeches on the street, but the truth is we ain't no better. We ain't nothin' but a bunch of crackheads! Crackheads with money to snort on...

(beat)

It's s'posed to be about the music, Trina, not 'bout being coked out and

(MORE)

MARLEY (CONT'D)

seein' how many gold fuckin' chains
we can wear...When I was a kid
everythin' was right. An' ya know
what? It's goin' get right again.
We're cleanin' up our act, right
now. I'm better'n this shit...

A pause. Trina rises, then lashes out like a tigress.

TRINA

Just who...the fuck...do you think
you are?!

Marley's thrown by this.

MARLEY

What?!

TRINA

Comin' in here, all high-and-mighty,
tellin' me I need to "clean up my
act?!" Who are you to be judgin' me?
...Callin' me a crackhead...where
the fuck you get off? Fuck you
Marley! Shan's right, you ain't so
special. Ya just a selfish bastard.

She attempts to place her finger in some coke on the floor.

In one quick move Marley grabs her by the arm and pulls her,
kicking and screaming to the door.

He opens it. She struggles. He shoves her out.

MARLEY

Go be a crack whore somewhere else!

He SLAMS the DOOR shut. Locks it.

INT. RADIO STATION -- DAY

Biz and Kane are interviewed by a JOCK.

JOCK

(to mic)

If you're just tuning in, my guests
today are two of the freshest acts
in Hip Hop today: Biz Markie and Big
Daddy Kane.

(to Biz and Kane)

Biz, you started out beat boxing
with Shante, and Kane, you were
writing Biz's rhymes.

BIZ AND KANE

Yeah, that's right...

JOCK

I imagine a lot of people were surprised when you started rapping.

BIZ

It's funny, same people who dissed us early on are all, like, wantin' to be our new best friends.

JOCK

What do you think about that?

KANE

Typical. But they just catching the vapors, man.

JOCK

The vapors? What's that?

BIZ

Aw, y'know, when you down and out and strugglin' nobody wants to know you.

KANE

Yeah, and the minute ya got money everybody wants to be your buddy and honey.

They laugh.

JOCK

You just did a tour together, sold out everywhere, any place you haven't played yet you always wanted to?

BIZ AND KANE

The Apollo!

They laugh, surprised that they both feel the same. The interview plays on...

INT. RESTAURANT -- NIGHT

Ty and Magic sit at a table in a deserted restaurant. Magic is sifting through a pile of papers. He looks exhausted.

MR MAGIC

Yo, what's all this shit, Ty?

TY

They're spread sheets showin' Cold Chillin's financials from last quarter.

Magic flings the papers on the table.

MR MAGIC

Man, I don't know spread sheets from bed sheets. Just tell me what they say.

TY

What they say is--we got a problem.

MR MAGIC

Problem? How is it we got a problem? Our shit's hotter'n a fiend wit' a Rolex.

TY

Yeah, well the figures don't lie, Magic. We're losin' money like crazy.

A pause. Magic does a fingernail of coke off a crinkled \$1 bill.

MR MAGIC

I just don't get where all our cash is goin'.

TY

Look, I got a call from SYLVIA RHONE ova at Atlantic. She said she thinks she can get us a \$150,000 for Cold Chillin'. Wants ta set up a meeting.

MR MAGIC

Yeah, okay. No harm in meetin'. If Sylvia's involved then I'm cool.

INT. OFFICE AT ATLANTIC RECORDS -- DAY

Ty sits across from a Middle Aged WHITE EXECUTIVE. He's a Senior VP. Next to him, Sylvia Rhone, Black, 30's.

SENIOR VP

Sylvia here's told me a lot of great things about you and "Cold Chillin" Records, Mr. Williams.

TY

Ty.

SENIOR VP

Oh, okay "Ty"...
(reflects)

We're all here today because I value Sylvia's judgment. So I guess the only real question I have is: If I give you \$150,000, how can I be sure I'll see you tomorrow?

An awkward pause. Sylvia looks at Ty, Ty looks at Sylvia. She's mortified.

Without a word Ty gets up from his chair, prepares to leave.
The VP is confused.

SYLVIA

Ty?...

Ty shakes her hand.

TY

Thank you for setting up the meeting
Sylvia. I'll call you.

SENIOR VP

I don't understand. I just agreed
to give you \$150,000.

Ty turns and walks to the door.

SENIOR VP (CONT'D)

Look, Ty, if you leave--

Ty turns to face the VP.

TY

We don't need this deal.

Ty opens the door, exits.

SENIOR VP

(to Sylvia)

I don't get it--he just walked away
from a \$150,000!

SYLVIA

Excuse me a moment.

Sylvia rises and goes after him.

INT. ATLANTIC RECORDS (HALLWAY) -- CONTINUOUS

Sylvia picks up her pace to catch up to Ty who's halfway
down the hall. Platinum plaques line the walls.

SYLVIA

Ty, hold on.

He turns to face her. She's out of breath.

SYLVIA (CONT'D)

If you give me a few minutes, I can
make this work. He's really excited
about working with Cold Chillin.

TY

That's how he shows it? What's he
think we gonna take the money and
buy a bunch of gold chains?

(MORE)

TY (CONT'D)

(beat)

Sylvia, I ain't walking out because of him, I'm walking out of this because he's discounting your judgment. It ain't got shit to do wit' how a cracker sees me--It has everything to do with how he's treating you. You trying to bring him money...he can't see that.

SYLVIA

Ty, this is my first big deal.

TY

And knowing you, it won't be the last. I gotta jet, but thanks for looking out.

Ty kisses her on the cheek and heads toward the elevator. Sylvia blows steam then reverses back down the hallway.

EXT. MARLEY'S HOME IN CHESTNUT RIDGE -- DAY

It's a nice suburban home in a quaint suburban area. A "For Sale" sign in the yard.

SUPER: Chestnut Ridge, Upstate New York

INT. MARLEY'S STUDIO IN CHESTNUT RIDGE -- NIGHT

The house has been transformed into a recording studio. Marley is in the control room, at the mixing board.

In the room with him are Ty and Magic. Through the console we see Biz in the booth rapping.

MARLEY

Yo Magic, all I'm sayin' is I feel a little left outta things an' I don' see why I'm not sharin' a little in the work I'm doin'.

MR MAGIC

You makin' the same money you always made, Marley, ain't nothin' changed.

MARLEY

That's just it: ain't nothin' changed. I'm doin' my job, spittin' out hits. I deserve a piece of that.

MR MAGIC

You doin' your job, an' we doin' ours. We give you more, the profits go out the window.

MARLEY

Uh-huh...

(beat)

Ty, I heard you was up at Atlantic Records a few weeks ago. Turned down \$150,000 for Cold Chillin'...

TY

Where'd you hear that?

MARLEY

Doesn't matter. Is it true?

TY

Yeah, it's true. Look, I had my reasons.

MARLEY

I'm sure you did. My question is how come nobody even told me 'bout the meetin'?

He swivels his chair to eye Magic and Ty.

MR MAGIC

You makin hits...we needed you to concentrate.

MARLEY

I decide what's best for me, not you. I'm bustin my ass night and day for over 5 years making hits for yawl muthafuckas while you sniffin the money away!

MR MAGIC

Who you talking to?

MARLEY

I'm talking to you Magic.

Magic rises. Biz is confused by the scene, but continues rapping anyway.

MR MAGIC

Shit, you obviously don't know me, nigga...

Marley pauses, thinks...meets him on his feet.

MARLEY

You obviously don't know me.

Magic is thrown off guard. Biz stops rapping to watch.

MARLEY (CONT'D)

Where's the money that we made over
the years? Where's my cut? You
made it disappear, now Abracadabra
that shit back!

Ty intervenes.

TY

Marley, you way out of line. I only
had the meeting to try to resolve
the situation.

MARLEY

Ah huh...

Marley sits back down in a huff. Mumbles a few words under
his breath.

Directs his attention to the board. Presses the speaker.

MARLEY (CONT'D)

Biz, I need you to say that 2nd verse
over...we're laying it down now.

Marley and Ty share a side ways glance. Pick up their
belongings and coast out the door.

MARLEY (CONT'D)

(to himself)

Audi 5000 G.

INT. MC SHAN'S APARTMENT -- NIGHT

Shan and SEVERAL OTHERS sit around listening to music and
getting high. He looks like a skeleton. A HOT CHICK nuzzles
up to him.

HOT CHICK

(purrs)

Shan, when you gonna write some rhymes
for me, hmmm?

SHAN

What you mean "write some rhymes for
you"?

HOT CHICK I

I rap as good as Shante.

SHAN

Yeah?...then maybe you can start
wit' wrapping your lips 'round my
dick.

He laughs with his HOMEBOY. The Hot Chick's insulted, gets
up and prances away. The PHONE RINGS. It's ignored.

HOMEBOY

Hey Shan, my cousin, she got her a
demo...you think maybe you could
slip it to Marley?

Shan pegs Homeboy with a look.

SHAN

What you talkin' 'bout? I ain't no
UPS! Get the fuck outta here!!!

The Homeboy hangs up the phone and jets.

HOMEBOY

Man, you be trippin'

The girls decide to get up and gather their belongings as
well. They tread out. Shan puffs on a blunt.

The PHONE continues to RING...

INTERCUT. MARLEY'S STUDIO IN CHESTNUT RIDGE -- CONTINUOUS

Gathered in the studio are Kane, Marley, DJ POLO, MASTER ACE
CRAIG G, and KOOL G RAP.

Marley's on the phone. We hear the RING of an unanswered
PHONE CALL.

MARLEY

Shan ain't answerin'.

Marley hangs up.

MASTER ACE

Maybe he's on the way.

MARLEY

"On the way"? He shoulda been here
two hours ago...

KANE

Well, we gotta wait for him. I wrote
this rap for the Crew to do. Shan's
part of the Crew.

The others agree.

KOOL G RAP

Try him one mo' time, Marley.

MARLEY

No. Time's wastin'.
(beat)
Fuck 'em.

Marley ushers the others into the studio. The SONG they
record echoes over...

EXT. QUEENS -- MORNING

SUPER: QUEENS, NY

Kane, Kool G Rap, DJ Polo, Craig G, Master Ace and ENTOURAGE board a chartered bus with their suitcases.

It's obvious none of them are used to being up this time of morning.

They sip coffee out of Styrofoam cups, munch doughnuts, etc. There's a bit of horseplay by some as they board, but for the most part everyone sleep walks.

INT. CHARTERED BUS -- CONTINUOUS

The guys stow their suitcases...find seats.

Kane plops down and falls asleep in two seconds. The BUS DRIVER closes the door and revs the IGNITION.

EXT. HIGHWAY -- CONTINUOUS

The bus makes its way north, towards the exit leading to Albany, New York.

INT. CHARTERED BUS -- CONTINUOUS

Master Ace wears headphones, has his eyes closed, listening to his Walkman.

Craig G takes the seat next to him. He looks apprehensive, taps Ace on the shoulder. Ace doesn't move. He taps Ace again. Ace opens his eyes, sees Craig G, takes off his headphones.

MASTER ACE

What up, Craig?

CRAIG G

Ace, I been thinkin', I'm not sure I want ta go to Canada. I mean, why we goin' to Canada to shoot this video anyways? What's wrong with Queens?

MASTER ACE

'Cause that's where the film studio is. It's supposed to look like one of them Clint Eastwood Westerns. You know of any Western saloons in Queens?

CRAIG G

No.

MASTER ACE

Alright then.

Ace puts the headphones back on, closes his eyes. After a moment Craig taps him on the shoulder again.

Ace opens his eyes, takes the headphones off.

CRAIG G

I hear they got polar bears in Canada.

Ace can't believe his ears. Puts his headphones back on, closes his eyes. Craig is left with his imagination.

At the front of the bus one of the Entourage goofs around with another one, throwing balled up pieces of paper at each other and laughing.

ENTOURAGE 1 throws a paper ball at ENTOURAGE 2, who ducks. The paper ball hits Kane, who's stretched out, asleep.

He wakes up with a foul mood.

KANE

What the fuck?!

Kane grabs the paper ball.

KANE (CONT'D)

Who the fuck threw this at me?!

Silence.

KANE (CONT'D)

Own up! Who threw this at me?

Entourage 1 raises his hand.

ENTOURAGE 1

Sorry Kane, it was an accident man.

KANE

Yeah, do it again muthafucka an' you'll be a accident! I'm tired man, I ain't in no playin' mood...

Kane throws the paper ball to the floor and goes back to sleep. In seconds he's snoring.

Entourage 2 points and laughs at Entourage 1 (*i.e.* "You got in trouble!").

Shushing Entourage 2, Entourage 1 takes another paper ball and gently lobs it at Kane. It plops in his lap.

Kane bolts awake and in one swift motion jumps up, whips out a GUN and FIRES.

Everyone ducks for cover. The bullet ricochets off the interior and hits ENTOURAGE 3 in the arm. Blood spurts.

The Bus Driver panics and SKIDS the bus over to the side of a two lane road. Panic in the bus.

KOOL G RAP

Yo, what the fuck Kane?!

Kane realizes the situation. He rushes over to the wounded man, who's bleeding badly and moaning. He doesn't know what to do.

KANE

Shit! Shit! Shit! Yo man, I'm sorry! I'm sorry! If it weren't for them muthafuckers fuckin' wit' me...

Kane moves to Entourage 1 and pushes him hard. He lands near the Bus Driver, who runs off the bus. Paces, looks scared.

Master Ace and Craig G get up to go handle the situation.

Kane goes back to the wounded man, he doesn't know what to do. He takes off his jewelry and offers it to him.

KANE (CONT'D)

Look man, take this...I'm sorry okay? Take this, just don't go to the cops okay?

KOOL G RAP

Man needs medical attention, Kane.

KANE

Help me get him to the bathroom.

Kane and Kool G Rap help the wounded man out of his seat and into the bathroom in the back of the bus.

INT. BUS BATHROOM -- CONTINUOUS

The wounded man is bleeding profusely, moaning and shaking. His clothes are soaked with blood, as are Kane and Kool G Rap's.

KANE

Help me get his shirt off.

KOOL G RAP

Take his shirt off? What're you gonna do?

KANE

What you think I'm gonna do? I'm gonna get that cap outta him.

The wounded man doesn't like the sound of that, his eyes bulge and he moans louder.

KANE (CONT'D)

Tear me off a piece of that shirt.

Kool G rips the wounded man's shirt off, hands it to Kane.

Kane pulls out a blade. He sterilizes the tip with a flame from his lighter.

KANE (CONT'D)

(to wounded man)

Here, bite on this...

Kane stuffs the piece of cloth between the man's teeth and points the blade at the wound.

EXT. OUTSIDE BUS -- CONTINUOUS

Ace and Craig exit the bus and move toward the Driver. He backs away.

MASTER ACE

Yo, everything's cool man, just take it easy.

BUS DRIVER

Whoa, you just stay away from me, okay? Both of you...

MASTER ACE

Look, it was just a little accident, that's all mister. Relax, no reason to get all worked up.

BUS DRIVER

There's an armed gunman and a wounded man on my bus, and you say to relax?!

CRAIG G

Look, it's cool. I know you ain't used to it but this kinda shit happens all the time where I come from.

BUS DRIVER

(shocked)

It does?? Shit, where the hell are you from?!

CRAIG G

(shrugs)

Queensbridge.

We hear the tormented screams from the wounded man as Kane digs the bullet out.

The Bus Driver reacts as if he just saw JASON, but Craig and Ace are nonchalant, oblivious.

MASTER ACE

(calmly)

Yo, Craig, you got a smoke man?

Craig hands Ace a smoke. The man bites his fingers and paces.

EXT. MARLEY'S HOME IN CHESTNUT RIDGE -- LATER

The bus is parked outside his house.

Marley, who's suitcase rests at his feet, is outside talking to Kane, Ace, Craig and Kool G. Marley is floored.

MARLEY

(to Kane)

What are you doing with a gun on tour?!

KANE

Shit, I don't know where we're going. Gotta protect myself where I'm from.

MARLEY

Kane, we're shooting a video, not each other. What's wrong wit' you? Man, you gotta leave that Bed Stuy mentality in BK...it's a new day now.

Kane thinks...feels the heat.

MARLEY (CONT'D)

Where is he now?

KANE

He's on the bus, sleepin'. I gave him a little somethin' somethin' for the pain. He'll be alright.

Marley shakes his head.

CRAIG G

What are we gonna do? We got to cancel the video right?

MARLEY

The hell with that. It's too late to stop now, people been paid. Nah, we going to Canada!

The Bus Driver has the door open, he's heard the talk.

BUS DRIVER

Listen, I'm not going anywhere with that...thug...and a wounded man on board! And I'm especially not crossing any international borders!

Marley looks at the others.

MARLEY

What's the matter with him?

MASTER ACE

(explains)

He's been actin' like that all day.

Craig nods in agreement.

BUS DRIVER

I've already called the police.

They should be here any minute.

Kane's eyes pop...the police?! Seconds later SEVERAL PATROL CARS pull up, blocking any escape.

TWO COPS exit, go to the Bus Driver who points at Kane.

They approach Kane, he assumes the position, is handcuffed and shoved into the patrol car.

A moment later an AMBULANCE pulls up.

Cops question everyone on the scene.

Entourage 3 is carried away on a stretcher.

INT. CHARTERED BUS -- LATER

The crew finally cruise down the highway...minus Kane.

CRAIG G

(to Marley)

We still gonna make the video?

MARLEY

Ain't no video without us.

CRAIG G

What about Kane?

MARLEY

We deal with Kane when we get back.

The bus cruises down the highway, leaving New York City behind.

EXT. THE APOLLO THEATER -- NIGHT

SUPER: 1989

The marquee reads: THE JUICE CREW - ONE NIGHT ONLY!

The Juice Crew's kitted Tour Bus pulls up to the backstage entrance. Everyone steps out...Biz, Kane and their ENTOURAGE.

INT. APOLLO THEATER -- CONTINUOUS

The place is packed with FANS.

INT. APOLLO THEATER (BACKSTAGE) -- NIGHT

The backstage is packed with CELEBRITIES and RAPPERS.

Ty and Magic converse in a corner. Strolling down the hall is Marley Marl...LL a few steps behind.

Ty taps Mr. Magic.

TY

Look who's heading our way.

Before Magic can get a good look, Marley's in their face.

MR MAGIC

Long time no see Marl...what brings you Uptown?

MARLEY

Just checking up on business.

TY

Yeah? You mean checkin' up on us don't you?

MARLEY

(shrugs)

Do I need to check up on you?

Magic laughs...tries to cool things down.

MR MAGIC

I'm glad you dropped by Marley, I wanted to talk to you but as you can see we got the entire Juice Crew live tonight...and it just ain't a good time to get into things if you know what I'm saying.

Mr. Magic turns to his HENCH MEN...they're ready to rock wit' whatever and show it. Marley glances at them, then back at Ty and Magic. Tension mounts

MARLEY

Nah, we gonna talk about it now.

MR MAGIC

I don't think you heard me.

(steps to Marley)

Now ain't the time. So why don't you go back to your nice comfortable crib in the booney's and let the real men handle they business.

Marley pushes Magic out his face. Magic rushes him, Ty steps in the way...the Hench men surround them.

A CROWD gathers.

MARLEY

You trying to do this here?! Right now ma'fucka?! Let's go nigga!

TY

Yo Marley, chill. It's a big night for all of us. We been waiting a long time for this.

MARLEY

No! You been waiting a long time for this. What I'm waiting for is what's owed to me!

MR MAGIC

Oh here we go again...

TY

You gettin' what was agreed to Marley. Ain't no one trying to rip you off.

MARLEY

They singing my shit on stage! I did the work. I spit out the hits. I deserve a piece of that!

Now Kane...Biz and the others head their way...towards stage.

TY

(whispers)

Marley, we gonna settle this like boys. We go too far back to wild out on some crazy shit?

Ty looks at the hench men to back off. They retreat.

MARLEY

No, we gonna handle this like business men. We gonna settle this in court. Later for the Juice Crew! Cold Chillin's dead.

Biz and Kane approach Marley. They're excited to see him. Marley puts on a happy face. They all dap up.

Ty tries to simmer Mr. Magic down, who's stares daggers at Marley, who is now larger than life.

INT. APOLLO THEATER -- NIGHT

THE JUICE CREW takes the stage. The beats for "The Vapors" drums in, the show starts...

MUSIC: "THE VAPORS"

It's a celebration, everyone takes a turn at a verse, Biz and Kane are in heaven. THE FANS go wild!

As the song continues we PAN to each performer and SUPER a brief update as to where they are today.

INTERCUT:

EXT. UNIVERSITY GRADUATION -- DAY

Shante in cap and gown holding up her diploma in triumph.

Series of shots and updates on Big Daddy Kane, Biz Markie, MC Shan, Mr. Magic, Ty and Marley Marl.

INT. APOLLO THEATER -- CONTINUOUS

AS THE JUICE CREW CELEBRATE WE SLOWLY FADE TO BLACK:

FADE OUT: