

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

Filing Date: **2001-08-03**
SEC Accession No. **0000891804-01-501447**

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FILER

J BIRD MUSIC GROUP LTD

CIK: **1057550** | IRS No.: **061411727** | State of Incorporation: **PA** | Fiscal Year End: **1231**
Type: **S-8** | Act: **33** | File No.: **333-66684** | Film No.: **1697301**
SIC: **4899** Communications services, nec

Mailing Address
396 DANBURY RD
SUITE 301
WILTON CT 06897

Business Address
396 DASSBURY ROAD
SUITE 301
WILTON CT 06897
2037619393

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
- - - - -

FORM S-8
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933
J-BIRD MUSIC GROUP, LTD.
(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction of
incorporation or organization)

06-1411727
(I.R.S. Employer
Identification No.)

396 Danbury Road
Wilton, Connecticut 06897
(Address of Principal Executive Offices)

06897
(Zip Code)

EMPLOYEE RESTRICTED
STOCK PURCHASE AGREEMENT
BETWEEN REGISTRANT AND
CERTAIN EMPLOYEES

CONSULTING AGREEMENTS
BETWEEN REGISTRANT AND:
CERTAIN CONSULTANTS

(Full title of the plan)
Hope D. Trowbridge
396 Danbury Road
Wilton, CT 06897

(Name and address, including zip code of agent for service)
(203) 761-9393 Ex. 200

(Telephone number, including area code, of agent for service)

<TABLE>
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CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price per Share*	Proposed Maximum Aggregate Offering Price*	Amount of Registration Fee
<S>	<C>	<C>	<C>	<C>
Common Stock, Par Value, \$.001 Per Share, Issued Pursuant to an Employee Restricted Stock Purchase Agreement with three Employees.	60,000	\$.875	\$52,500	\$13.125
Pursuant to Certain				

<CAPTION>

<S> <C> <C> <C> <C>

Consulting Agreements With Seven Consultants	260,000 -----	.875 -----	\$227,500 -----	\$56.875 -----
TOTAL	320,000	\$.90	\$288,000	\$70.00

</TABLE>

* Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c) on the basis of the average of the low bid and ask prices of the Common Stock of the Registrant as traded in the over-the-counter market and reported in the Electronic Bulletin Board of the National Association of Securities Dealers on August 2, 2001.

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Cross Reference Sheet Showing Location in Reoffer Prospectus of
Information Required by Items of Part I of Form S-3 Included Herein
Under Cover of Form S-8, Pursuant to Rule 404(a)

Form S-3 Item No. and Heading	Heading in Prospectus
<S>	<C>
1. Forepart of the Registration Statement and Outside Front Cover Page of Prospectus.....	Outside Front Cover Page
1. Inside Front and Outside Back Cover Pages of Prospectus.....	AVAILABLE INFORMATION; REPORTS TO STOCKHOLDERS; INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE; TABLE OF CONTENTS
2. Summary Information, Risk factors and Ratio of Earnings to Fixed Charges.....	Outside Front Cover Page; THE COMPANY; RISK FACTORS
4. Use of Proceeds.....	USE OF PROCEEDS
5. Determination of Offering Price.....	Outside Front Cover Page; PLAN OF DISTRIBUTION
6. Dilution.....	Not Applicable
7. Selling Security Holders.....	SELLING SHAREHOLDER
8. Plan of Distribution.....	Outside Front Cover Page; PLAN OF DISTRIBUTION
9. Description of Securities to be Registered.....	DESCRIPTION OF SECURITIES
10. Interests of Named Experts and Counsel.....	EXPERTS; LEGAL OPINIONS
11. Material Changes.....	THE COMPANY
12. Incorporation of Certain Information by Reference.....	INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE
13. Disclosure of Commission Position on Indemnification For Securities Act Liabilities.....	INDEMNIFICATION

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REOFFER
PROSPECTUS

EXPLANATORY NOTE

J-Bird Music Group, Ltd. ("Company") has prepared this Registration Statement in accordance with the requirements of Form S-8 under the Securities Act of 1933, as amended (the "1933 Act"), to register certain shares of common stock, par value \$0.001 per share, issued to a certain selling shareholders. Under cover of this Form S-8 is a Reoffer Prospectus the Company prepared in accordance with Part I of Form S-3 under the 1933 Act. The Reoffer Prospectus may be utilized for reofferings and resales of up to 320,000 shares of Common Stock acquired by the selling shareholders.

PART I

REOFFER PROSPECTUS

J-BIRD MUSIC GROUP, LTD.
 396 DANBURY ROAD
 WILTON, CONNECTICUT 06897
 (203) 761-9393

320,000 SHARES OF COMMON STOCK

The shares of common stock, \$0.001 par value per share, of J-Bird Music Group, Ltd. (the "Company") offered for sale hereby (the "Shares") will be sold from time to time by the following Employees and the following Consultants:

<TABLE>
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Employees -----	Office & Services -----	No. Shares Offered -----	
<S>	<C>	<C>	
Asa L. Fish	Secretary	20,000	
Robert Morrison	Sales Manager	20,000	
Hope D. Trowbridge	President	20,000	60,000

Consultants -----	Work ----	No. Shares -----	
Henri Andre Bohnen	Shipping & Receiving & Inventor Cost Control	5,000	
H. Melville Hicks, Jr.	Legal	20,000	
Justin Cuccia	Maintain Web Site	10,000	
Keith Garde	Finding & Promoting Bands	35,000	
Brian J. Murphy	Festivals & Live Events	70,000	
James R. Hodgdon	Public Relations	70,000	
Gregory L. Paige	Sales Promotion for Excess Inventory	50,000	260,000

	TOTAL		320,000

</TABLE>

(collectively "Selling Shareholders"). The Selling Shareholders acquired the Shares pursuant to a certain Employee Stock Purchase Agreement dated as of August 1, 2001 and six separate Consulting

Agreements for consulting services that the Selling Shareholders have provided or are still providing to the Company.

The sales may occur in transactions on the over-the-counter market maintained by

Nasdaq at prevailing market prices or in negotiated transactions. The Company will not receive proceeds from any of the sale of the Shares. The Company is paying for the expenses incurred in registering the Shares.

The Shares are "restricted securities" under the 1933 Act before their sale under the Reoffer Prospectus. The Reoffer Prospectus has been prepared for the purpose of registering the Shares under the 1933 Act to allow for future sales by the Selling Shareholders to the public without restriction. To the knowledge of the Company, the Selling Shareholders have no arrangement with any brokerage firm for the sale of the Shares. The Selling Shareholders may be deemed to be "underwriters" within the meaning of the 1933 Act. Any commissions received by a broker or dealer in connection with resales of the Shares may be deemed to be underwriting commissions or discounts under the 1933 Act.

The Company's common stock is currently traded on the NASDAQ Over-the-Counter market and quoted on the Bulletin Board under the symbol "JBMG".

This investment involves a high degree of risk. Please see "Risk Factors" beginning on page 7.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED WHETHER THIS REOFFER PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

August 3, 2001

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You should only rely on the information incorporated by reference or provided in this Reoffer Prospectus or any supplement. We have not authorized anyone else to provide you with different information. The common stock is not being offered in any state where the offer is not permitted. You should not assume that the information in this Reoffer Prospectus or any supplement is accurate as of any date other than the date on the front of this Reoffer Prospectus.

WHERE YOU CAN FIND MORE INFORMATION ABOUT US

We have filed with the Securities and Exchange commission (the"SEC") in Washington, D.C. a registration statement on Form S-8 under the Securities Act with respect to the shares of common stock offered in this Reoffer Prospectus. This Reoffer Prospectus does not contain all the information set forth in the registration statement and the exhibits and schedules thereto. For further information about us and our common stock, we refer you to the registration statement and to the exhibits and schedules filed with it. Statements contained in this prospectus as to the contents of any contract or other document referred to are not necessarily complete; we refer you to those copies of contracts or other documents that have been filed as exhibits to the registration statement, and statements relating to such documents are qualified in all respects by such

reference. Anyone may inspect a copy of the registration statement without charge at the SEC's Public Reference Room at 450 Fifth Street, N.W., Washington, D.C. 20549. You may obtain copies of all or any portion of the registration statement by writing to the SEC's Public Reference Room, 450 Fifth Street, N.W., Washington, D.C. 20549, and paying prescribed fees. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains a Web site at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding companies such as ours that file electronically with the SEC.

We are subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and therefore we file reports, proxy statements and other information with the SEC. You can inspect and copy the reports, proxy statements and other information that we file at the public reference facilities maintained by the SEC at the Public Reference Room, 450 Fifth Street, N.W., Washington, D.C. 20549 and at the SEC's regional

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offices located at 7 World Trade Center, Suite 1300, New York, New York 10048 and 500 West Madison Street, Suite 1400 Chicago, Illinois 60661. You can also obtain copies of such material from the SEC's Public Reference Room at 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. The SEC also makes electronic filings publicly available on its Web site within 24 hours of acceptance.

INCORPORATED DOCUMENTS BY REFERENCE

The SEC allows the Company to "incorporate by reference" information into this Reoffer Prospectus, which means that the Company can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this Reoffer Prospectus, except for any information superseded by information in this Reoffer Prospectus.

The following documents which we have filed with the Commission are incorporated by reference into this prospectus:

- (a) Our annual report on Form 10-KSB for the fiscal year ended December 31, 2000;
- (b) Our quarterly report on Form 10-QSB for the quarter ended March 31, 2001;
- (c) Our current Reports on Form 8-K filed on October 28, 1998 and July 20, 2001;
- (d) Our Registration Statement on Form 10-SB filed on June 11, 1998 and the Amendments thereto filed on September 1, 1998 and December 18, 1998.

All documents that we have filed with the Commission pursuant to Section 13 (a), 13 (c), 14 or 15 (d) of the Exchange Act subsequent to the date of this Reoffer Prospectus and prior to the completion of the offering shall be deemed to be incorporated by reference into this Reoffer Prospectus and to be part of this prospectus from the date of filing of these documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this prospectus, shall be deemed modified, superseded or replaced for purposes of this prospectus to the extent that a statement contained in this prospectus or in any subsequently filed documents, which also is or is deemed incorporated by reference in this prospectus, modifies, supersedes or replaces that statement. any statement so modified, superseded or replaces shall not be deemed, except as so modified, superseded or replaced, to constitute a part of this prospectus.

The Company will provide without charge to each person to whom a copy of this Reoffer Prospectus is delivered, upon oral or written request, a copy of any or all documents incorporated by reference into this Reoffer Prospectus (excluding exhibits unless the exhibits are specifically incorporated by reference into the

information the Reoffer Prospectus incorporates). Requests should be directed to Hope D. Trowbridge, President at the Company's executive offices, located at 396 Danbury Road, Wilton, Connecticut 06897. The Company's telephone number is (203)

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761-9393. The Company's corporate Web site address is <http://www.jbirdrecords.com>. Information contained on our website is not part of this Reoffer Prospectus.

OUR COMPANY

GENERAL

We were incorporated under the name of Caltron, Inc. in the State of Pennsylvania on June 7, 1991. On October 8, 1997 we acquired J-Bird Records, Inc., the first World Wide Web Recording Label(TM) and changed our name to J-Bird Music Group, Ltd. J-Bird Records, Inc. is a wholly owned subsidiary. We are presently authorized by its Articles of Incorporation as amended to issue up to 50,000,000 shares of \$0.001 par value of common stock, of which 37,678,295 shares were outstanding as of March 30, 2001.

On May 24, 2001 the Board of Directors declared effective June 1, 2001 ("Effective Date" a forty (40) to one (1) reverse split on the currently issued and outstanding shares of common stock of the Company ("Reverse Stock Split"). Each forty (40) shares of common stock of the Company issued and outstanding immediately prior to the Effective Date were changed into one (1) share of common stock, par value \$0.001 per share ("New Common Stock"). There were no changes in the par value nor any change in the number of authorized shares the Company may issue under its Articles of Incorporation.

On May 31, 2001 there were issued and outstanding 44,163,265 shares of common stock and after giving effect to the Reverse Stock Split there were 1,404,143 shares of New Common Stock issued and outstanding on June 8, 2001.

J-Bird Records began in 1996 as "The First World Wide Web Recording Label" (jbirdrecords.com), signing, promoting and selling its artists' CDs exclusively online. It quickly developed a traditional brick and mortar presence to enhance its efforts, thereby creating a hybrid label combining the best of both offline and online worlds. J-Bird Records is an independent label with a roster of over 350 artists including Rockapella, John Entwistle, the Guess Who, Mitch Ryder, Jimmie Van Zant and more. The label utilizes traditional and online marketing and distribution methods for the promotion of its artists. The Navarre Corporation is the label's exclusive North American distributor to retail accounts. Navarre is the leading independent distributor of music and music-related products throughout North America.

J-Bird Records' business model combines sustained profitability in the traditional retail marketplace a long with the online world, thus enabling it to withstand the dot-com fallout as compared to exclusive online music-related companies, who have not. As a result, the Company has emerged as a strong, hearty industry competitor, anticipating profitability in 2001.

J-Bird Records attracts a wide array of established and emerging talent by offering artists a greater level of creative control, freedom and involvement. J-Bird Records offers recording contracts which allow artists to exercise a large amount of self-direction in their career planning, while driving those careers toward a successful future. In addition to their expanding talent list, J-Bird is also building its base of assets by acquiring existing libraries of recordings including collections of music from Duke Ellington and Bing Crosby.

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The J-Bird website, www.jbirdrecords.com, acts as a highly effective,

cost-sensitive sales and marketing vehicle for its artists. The site is a completely interactive and user-friendly one offering a broad selection of music from its extensive catalog. Consumers can review artists biographies, view CD artwork, listen to full song samples in streaming audio format, check artists' tour dates, read press reviews and purchase the full CD via J-Bird's e-commerce functionality. Furthermore, J-Bird is immune to the legal ghosts that haunt many music-related sites which offer free MP3 downloads. This is due to the fact that J-Bird only offers free downloads with the full permission and approval from its artists.

Our emphasis is to sign and develop artists, create consumer demand and strategically align ourselves with other companies to enhance our presence in the marketplace.

Methods of artist development include the review and critique of music, imaging, artist management, tour support and merchandising. Consumer demand is created through both traditional industry methods and strategic cutting edge promotions via the Internet and other emerging technologies. Traditional methods include but are not limited to publicity campaigns, radio promotions, retail placement & programs, and television appearances. Methods of Internet marketing include downloads, streaming audio, online promotions with traditional retail partners, cybercasts, chats, Internet radio, contests, giveaways, online retail placement and satellite TV & radio.

The Company has already begun positioning itself to take advantage of the new opportunities for promotion and revenue growth from online sources. According to Jupiter Communications, US online music sales are expected to reach \$5.4 billion in the year 2005, up from \$387 million in 1999. These numbers are based on combined digital music downloads and physical product sold via online resources. Online music is expected to secure approximately one fourth of the total US market sales in 4 years, with digitally distributed products representing 28% of total online dollars (or \$1.5 billion by 2005). With peer-to-peer file sharing (such as Napster) coming under fire for not allowing the artist to be compensated for sharing of digital music files, the distribution of digital music appears ready to move to subscriptions to digital music services that will allow the consumer access to music files and reward the artist and label as well.

We believe we are poised to take advantage of the financial and promotional opportunities presented to them by aligning itself with third-party digital music providers by licensing our catalog and marketing our services to media and commerce partners, already established as destination sites for music, who provide networked sharing subscription services and digital downloads. These services, industry-wide, will account for approximately \$1 billion in 2005, and music downloads will grow to \$530 million in the same timeframe. Physical music products (CDs) purchased online is expected to grow from \$380 million in 1999 to \$3.8 billion in 2005.

In addition to the above strategies, J-Bird has recently streamlined operating costs, reduced overhead and consolidated inventory, all helping to reduce the our break even point. These combined factors are designed to actualize profits in the year 2001.

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STRATEGIC ALLIANCES

We have consummated and intend to pursue strategic relationships to introduce J-Bird's music to various media forms and new geographic markets in order to attract new customers and to pursue additional revenue opportunities. These relationships may take various forms, including cooperative marketing agreements, joint ventures, distribution and licensing agreements or other forms of strategic alliances. Through our distribution agreement with Navarre Corporation, the J-Bird Label has established a North American presence and sales force in the traditional retail and the online retail community. With the exclusive agreement entered into with Bianco Music and Entertainment Ltd. we believe we can distribute J-Bird music with retail accounts throughout Europe and the United Kingdom. In addition, we have entered into a promotional license

agreement with Vitaminic, Inc., Europe's leading Internet community for the promotion and delivery of music in digital format featuring J-Bird Artists, thereby creating additional exposure to the label and web site traffic in the United States and abroad. The Agreement with Lappen Enterprises provides us with additional revenue opportunities through placement in film, television and sound track projects. Through the licensing agreement with Oxygen Media, J-Bird Artists and their music have been selected for live and exclusive television performances.

RISK FACTORS

In this section we highlight some of the risks associated with the Company's business and operations. Prospective investors should carefully consider the following risk factors when evaluating an investment in the common stock offered by this Reoffer Prospectus.

Forward-Looking Statements and Associated Risks. Management believes the information contained in this Reoffer Prospectus contains "forward-looking statements" which can be identified by the use of forward-looking terminology such as "believes", "expects", "may", "should" or "anticipates" or the negative thereof or other variations thereon or comparable terminology or by discussions of strategy. No assurance can be given that the future results covered by the forward-looking statements will be achieved. The following Risk Factors include, among other things, cautionary statements with respect to certain forward-looking statements, including statements of certain risks and uncertainties that could cause actual results to vary materially from the future results referred to in such forward-looking statements.

1. Limited Operating History. No Assurance as to Future Profitable Operations. The Company acquired J-Bird in October of 1997 to implement its business opportunities. In view of this the Company has a limited operating history, revenues from operations or assets and must be regarded as a new or "start-up" venture with all of the risks of a new business with all the unforeseen cost, expenses, problems and difficulties to which a new venture is subject. The Company cannot predict with any certainty the future success or failure of its operations. There is no assurance that the Company will generate net income or successfully expand its operations in the future. Moreover, as a new enterprise, it is likely to remain subject to risks and occurrences which management is unable to predict with any degree of certainty, and for which it is unable to fully prepare. The likelihood of the success of the Company must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in

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connection with the commencement of a new business and the competitive environment in which the Company will operate. Because of the Company's very limited business history, there is little evidence for investors to analyze in order to make an informed judgment as to the merits of an investment in the Company. Any such investment should therefore be considered high risk investment in an unseasoned start-up company with the possibility of the loss of the entire investment.

2. Need for Substantial Additional Capital. The Company remains in need of substantial financing from sources other than operations in order to cover its overhead and to maintain and expand its operations. To date, the Company has been able to meet its outside financing requirements. We have raised additional capital in private placements not involving public offerings in accordance with Section 4(2) of the 1933 Act. these transactions were with purchasers who in the opinion of the Company were either accredited investors within the meaning of Rule 501(a) of Regulation D promulgated under the 1933 Act or sophisticated by virtue of business background and knowledge of the Company through existing relationships giving them access to business and financial information on the Company. These transactions resulted in approximately \$800,000 in gross proceeds.

We expect these same funding sources, which were started in November of 1996, together with anticipated cash flow from conventional asset based debt

financing against receivables will continue to provide sufficient capital to cover overhead and maintain and expand its operations.

Absent adequate revenues from operations during the phase-in period of commercial operations, the Company will remain dependent on the outside sources described above to meet its requirements and to continue operation. While the Company believes it will be successful in continuing to obtain sufficient financing from such sources, there can be no assurance with any certainty that this will in fact, be the case and the failure to do so would have a material adverse effect on the Company's ability to continue to operate. The Company's more long term future capital requirements will depend upon numerous factors, including the amount of revenues generated from operations, the cost of the Company's sales and marketing activities, none of which can be predicted with certainty.

While we do not believe that it will be the case, prospective investors should note that if all of the above described internal and external sources for financing should fail to be sufficient, we could be required to reduce its operations, seek an acquisition partner or sell securities on terms that may be highly dilutive or other wise disadvantageous.

3. History of Losses an Accumulated Deficit. We have experienced operating losses in each fiscal period since commencing operations in 1991. As of December 31, 2000, we had a deficit accumulated since formation in the aggregate approximate amount of \$10,826,637, of which approximately \$2,147,065 was accumulated in the 1999 fiscal year and approximately \$2,633,007 was accumulated in the 2000 fiscal year. (see, above, Risk Factor No.1 "Limited Operating History: No Assurance as to Future Profitable Operations"). Since our inception, we have generated extremely limited revenues from operations.

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4. No Assurance of Success or Profitability. There is no assurance that the Company will generate revenue or profits, or that the market price of its common stock will be increased thereby.

5. Going Concern Assumption. Our independent auditor's report on the Company's financial statements for the year ended December 31, 2000 contain an explanatory paragraph indicating that, the Company's uncertainty as to its productivity and its ability to raise sufficient capital raise substantial doubt about its ability to continue as a going concern. In addition the we have an accumulated deficit of \$10,826,637 as of December 31, 2000. The Company will require substantial additional funds in the future, and there can be no assurance that any independent auditor's report on the our future financial statements will not include a similar explanatory paragraph if we are unable to raise sufficient funds or generate sufficient cash from operations to cover the cost of its operations. The existence of the explanatory paragraph may naturally adversely affect our relationship with prospective suppliers and artists, and therefore could have a material adverse effect on our business, financial condition and results of operations.

6. Conflicts of Interests. Certain conflicts of interest exist between the Company and its officers and directors. Many of them have other business interests to which they devote attention and they may be expected to do so although management time should be devoted to the business of the Company. Conflicts of interest may arise that can be resolved only through exercise of such judgement as is consistent with their fiduciary duties to the company.

7. Uncertainty of Acceptance of On-line Market as Medium for Sales and Distribution of Music. The On-Line Medium is relatively new and untried marketing channel. There can be no assurance that the public or the artists for that matter will accept and use the Internet as a viable alternative to the established marketing and distribution channels already in existence. While we believe music via the Internet may eventually be profitable and result in purchases, it is not able to estimate with any assurance the potential Internet music market. There can be no assurance that sufficient market penetration can be achieved in order to be profitable

8. Dilution from Issuance of Shares for Services. To date, the Company has had very limited revenues from operations. Accordingly, the bulk of its cash assets have been, and may continue to be, utilized to cover the expenses associated with the development of its business and products. Given the foregoing, the Company regularly pays certain of its financial obligations by issuing restricted shares of its common stock, at a discount, in lieu of cash. The discounts at which such shares were issued was generally, but not always, set at 50% of the average market price of the stock, as traded in the over-the-counter market and quoted in the OTC Bulletin Board. Such discounts were either negotiated at arms length with third parties or determined arbitrarily and in such cases they bore no relationship to the Company's assets, earnings, book value or other such criteria of value. Such issuances have, and may continue to, result in substantial dilution to the Company's existing shareholders.

From May of 1995 through March 2001, the Company has issued a total of 54,000 shares after giving effect to the Reverse Stock Split, constituting approximately 3.8% of the issued and

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outstanding shares in lieu of cash compensation and expense reimbursement due under employment and consulting agreements with its executive officers, employees, and corporate counsel and in additional compensation by way of directors shares and stock bonuses. In addition, during that period, the Company issued 123,625 post reverse stock split shares, constituting approximately 8.8% of the issued and outstanding common stock to affiliated and non-affiliated consultants and subcontractors for consulting services of various obligations to its officers, counsel, and outside vendors, the Company will, to the extent possible, continue to issue shares of its common stock at negotiated or arbitrary discounts. Finally, there have been issued 16,238 shares of after giving effect to the Reverse Stock Split in lieu of cash payments of vendor invoices and to artists pursuant to contracts.

9. Possible Depressive Effect on Price of Securities of Future Sales of Common stock. The resale of approximately 1,107,581 post reverse stock split common shares of the Company, issued and outstanding as of July 31, 2001, which approximately 231,075 can currently be resold pursuant to Rule 144 of the 1933 Act. The sale or other disposition of much of these currently outstanding shares of common stock is restricted by the 1933 Act. Unless such sales are registered, these shares may only be sold in compliance with Rule 144 promulgated under the 1933 Act or some other exemption from registration thereunder. Rule 144 provides, among other matters, that if certain information concerning the operating and financial affairs of the Company is publicly available, persons who have held restricted securities for a period of one year may thereafter sell in each subsequent three month period up to that number of such shares equal to one percent of our total issued and outstanding common stock. The sale or availability for sale of substantial amounts of common stock in the public market after this offering being made by this Registration Statement could adversely affect the prevailing market price for our common stock and could impair our ability to raise additional capital through the sale of its equity securities.

10. Possible Voting Control by Management: Possible Depressive Effect on Market Prices. As of August 1, 2001, the Company's officers and directors were the beneficial owners of an aggregate of 108,350 post reverse stock split shares, constituting of approximately 7% of the outstanding common stock.

11. Limited Public Market: Company Not Eligible for Inclusion on NASDAQ. To date there has been only a limited and sporadic public market for the Company's common stock. There can be no assurance that an active and reliable public-market will develop or, if developed, that such market will be sustained. Purchasers of shares of common stock of the Company may, therefore, have difficulty in reselling such shares. As a result, investors may find it impossible to liquidate their investment in the Company should they desire to do so. Our common stock is currently traded in the over-the-counter market and quoted on the OTC Bulletin Board. The Company intends to apply to have its

common stock approved for quotation on the Nasdaq SmallCap Market at such time, in the future, that it meets the requirements for inclusion. As at the date hereof, however, the Company is not eligible for inclusion in NASDAQ or for listing on any national stock exchange. All companies applying and authorized for NASDAQ are required to have not less than \$4,000,000 in net tangible assets, a public float with a market value for not less than five million dollars, and a minimum bid of price of \$4.00 per share. At the present time, the Company is unable to state when, if ever, it will meet the Nasdaq application standards.

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Unless we are able to increase the Company's net worth and market valuation substantially, either through the accumulation of surplus out of earned income of successful capital raising financing activities, it will never be able to meet the eligibility requirements of NASDAQ. Moreover, even if we meet the minimum requirements to apply for inclusion in The Nasdaq SmallCap Market, there can be no assurance, that approval will be received or, if received, that the Company will meet the requirements for continued listing on the Nasdaq SmallCap Market. Further, Nasdaq reserves the right to with draw or terminate a listing on the Nasdaq Small Cap at any time and for any reason in its discretion. If the Company is unable to obtain or to maintain a listing on the on the Nasdaq SmallCap Market, quotations, if any, for "bid" and "asked" prices of the common stock would be available only on the OTC Bulletin Board where the common stock is currently quoted or in the "pink sheets" published by the National Quotation Bureau, Inc. This can result in an investor's finding it more difficult to dispose of or to obtain accurate quotations of prices for the common stock than would be the case if the common stock were quoted on the Nasdaq SmallCap Market. Irrespective of whether or not the common stock is included in the Nasdaq SmallCap system, there id no assurance that the public market for the common stock will become more active or liquid in the future. In that regard, prospective purchasers should consider that this offering is being made without the underwriting arrangements typically found in a public offering of securities. Such arrangements generally provide for the issuer of the securities to sell the securities to an underwriter which, in turn, sells the securities to its customers and other members of the pubic at a fixed offering price, with the result that the underwriter has a continuing interest in the market for such securities following the offering. In order to qualify for listing on a national stock exchange, similar minimum criteria respecting, among other things, the Company's net worth and/or income from operation must be met.

Accordingly, market transactions in the Company's common stock are subject to the "Penny Stock Rules" of the Securities and Exchange Act of 1934, which are discussed in more detail, below, under "Risk Factor No. 11 "Regulation of Penny Stocks". These rules could make it difficult to trade the common stock of the Company because compliance with them can delay and/or preclude certain trading transactions. This could have an adverse effects on the ability of an investor to sell any shares of the Company's common stock.

12. Regulation of Penny Stocks. As discussed above, at the present time, the Company's common stock is not listed on The Nasdaq Small Cap Stock market or on any stock exchange. Although dealer prices for the Company's common stock are listed on the OTC Bulletin Board, trading has been sporadic and limited since such quotations first appeared on or about June 8, 1995.

The Securities Enforcement and Penny Stock Reform Act of 1990 requires special disclosure relating to the market for penny stocks in connection with trades in any stock defined as a "penny stock" Commission regulations generally define a penny stock to be an equity security that has a market price of less than \$5.00 per share and is not listed on The Nasdaq SmallCap Stock Market or a major stock exchange. These regulations subject all broker-dealer transactions involving such securities to the special "Penny Stock Rules" set forth in Rule 15g-9 of the Securities Exchange Act of 1934 (the "34 Act"). It may be necessary for the Selling Shareholders and the Underlying Share Selling Shareholders to utilize the services of broker-dealers who are members of the NASD. The current market price of the Company's Common

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Stock is substantially less than \$5. Accordingly, any broker-dealer sales of the shares being registered hereunder, as subject to the Stock Rules. These Rules affect the ability of broker-dealers to sell the Company's securities and also may affect the ability of purchasers in this offering to sell their shares in the secondary market, if such a market should ever develop.

The Penny Stock Rules also impose special sales practice requirements on broker-dealers who sell such securities to persons other than their established customers or "Accredited Investors". Among other things, the Penny Stock Rules require that a broker-dealer make a special suitability determination respecting the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. In addition, the Penny Stock Rules require that a broker-dealer deliver, prior to any transaction, a disclosure schedule prepared in accordance with the requirements of the Commission relating to the penny stock market. Disclosure also has to be made about commissions payable to both the broker-dealer and the registered representative and the current quotations for the securities. Finally, monthly statements have to be sent to every holder of such penny stocks disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. Accordingly, for so long as the Penny Stock Rules are applicable to the Company's common stock, it may be difficult to trade such stock because compliance with such Rules can delay and/or preclude certain trading transactions. This could have an adverse effect on the liquidity and/or price of the Company's common stock.

Shareholders should be aware that, according to Securities and Exchange Commission release No. 34-329093, the market for penny stocks has suffered in recent years from patterns of fraud and abuse. Such patterns include (i) control of the market for the security by one or a few broker-dealers that are often related to the promoter or issuer; (ii) manipulation of prices through prearranged matching of purchases and sales and false and misleading press releases; (iii) "boiler room" practices involving high-pressure sales tactics and unrealistic price projections by inexperienced sales persons; (iv) excessive and undisclosed bid-ask differentials and markups by selling broker-dealers; and (v) the wholesale dumping of the same securities by promoters and broker-dealers after prices have been manipulated to a desired level, along with the resulting inevitable collapse of those prices and with consequent investor losses. The Company's management is aware of the abuses that have occurred historically in the penny stock market. Although the Company does not expect to be in a position to dictate the behavior of the market or of broker-dealers who participate in the market, management will strive within the confines of practical limitations to prevent the described patterns from being established with respect to the Company's securities.

13. Dependence on Key Personnel. We are dependent on key personnel and our business would be disrupted if we are unable to retain and expand our management team. Our success depends to a significant extent on the efforts and abilities of certain of its senior management, in particular those of Hope D. Trowbridge, President. The loss of this person could have a material adverse effect on the Company's business, prospects, operating results and financial condition. There can, however, be no assurance that, in such event, the Company will be able to locate and retain a capable successor to her or any member of its senior management. We do not presently have key man life insurance policies and do not intend to obtain any unless

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required to do so under future financing arrangements. There can be no assurance that such policies will be available to the Company on commercially reasonable terms, if at all.

None of our personnel is covered by an employment contract and any officer or employee of our company can terminate his or her relationship with us at any time. None of our employees is subject to non-competition agreements which would survive termination of employment.

14. Lack of Continuity in Management. We do not have employment

agreements with any of our officers and directors, and as a result, there is no assurance that they will continue to manage the Company in the future.

15. Indemnification of Officers and Directors. Our By-Laws provide for the indemnification of its directors, officers, employees, and agents, under certain circumstances, against attorney's fees and other expenses incurred by them in any litigation to which they become a party arising from their association with or activities on behalf of the Company. The Company will also bear the expenses of such litigation for any of its directors, officers, employees, or agents, upon such person's promise to repay the Company therefore if it is ultimately determined that any such person shall not have been entitled to indemnification. This indemnification policy could result in substantial expenditures which we will be unable to recoup.

16. Dependence Upon Outside Advisors. To supplement the business experience of its officers and directors, we have been and in the future may be required to employ accountants, technical expert, appraiser, attorneys or other consultants or advisors. The selection of any such advisors will be made by the President without any input from stockholders. Furthermore, it is anticipated that such persons may be engaged on a "as needed" basis without a continuing fiduciary or other obligation to the Company. In the event the President of the Company considers it necessary to hire outside advisors, they may elect to hire persons who are affiliates, if they are able to provide the required services.

17. Competition. We compete for artists and recordings to distribute with national and regional recording and distributing companies, which have a competitive edge over the Company by virtue of their stronger management, promotional, and financial resources. We compete in the distribution and sale of recorded music with established record label companies and with other music producers and distributors including Polygram, Time Warner, EMI, Columbia and Phillips. Our strategy is to sign artists who are unable to obtain recording contracts with larger recordings that management believes will appeal to consumers interested in particular music genres. The recording products offered by the Company compete for consumers who have a wide selection of music choices within the same music genres offered by the Company. The Company also competes with other businesses that offer and sell recordings through the Internet. The Company will compete for consumer dollars on the basis of the types of music it selects for distribution and the marketing of its music selections through the Internet.

18. No Dividends and None Anticipated. We have not paid any cash dividends, nor do we contemplate or anticipate paying any dividends upon its Common Stock in the foreseeable future.

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19. Potential Fluctuations in Periodic Results. Our revenues may be subject to significant variation from period to period due to the seasonal nature of the recording business and will be difficult to predict. Revenues are difficult to forecast because the internet recording business is evolving, and our sales cycle may vary substantially from time to time.

20. Our Future Operating Results Are Likely to Fluctuate. Our quarterly and annual operating revenues, expenses and operating results may fluctuate due to a variety of factors, many of which are beyond our control, including:

- o the timing of contracts with new recording artists
- o the timing of new recording introductions and products us or our competitors
- o variations in the quality and mix of recording marketed and sold by us or our competitors
- o the timely payment of our invoices
- o possible decreases in average the prices of our labels in response to competitive pressures

- o market acceptance to new recording labels
- o growth in the sales of music via the new internet medium
- o fluctuations in general economic conditions

Due to all of the foregoing factors, we do not believe that period-to-period comparisons or our historical results of operations are indications of future performance. Furthermore, it is possible that in some future quarters our results of operations may fall below the expectations of management and investors. In such event, the price of our stock on the OTC Bulletin Board will likely be materially and adversely affected.

21. Our Stock Price is Volatile. The market for securities of music companies, including ours, has been highly volatile. The market price of our post revenue stock split common stock has fluctuated between \$3.80 (based on \$.95 per share for the pre-reverse stock split shares) and \$.90 from March 31, 1999 to July 31, 2001, and the last sale price was \$.82 on August 2, 2001. It is likely that the price of our common stock will continue to fluctuate widely in the future. Factors affecting the trading price of our common stock include:

- o responses to quarter-to quarter variations in operating results
- o failure to meet securities analysts' estimates
- o changes in financial estimates by securities analysts
- o conditions, trends or announcements in the music and entertainment industries

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- o announcements or significant acquisitions, strategic alliances, joint ventures, or capital commitments by us or our competitors.
- o additions or departures of key personnel
- o sales of common stock
- o accounting pronouncements or changes in accounting rules that effect our financial statements
- o external factors and events beyond our control

In addition, the stock market in general, and the market for music and entertainment related stocks in particular, has experienced extreme volatility that often has been unrelated to the operating performance of particular companies. These broad market and industry fluctuations may adversely affect the trading price of our common stock, regardless of our actual operating performance.

Investors may be unable to resell their shares of our common stock at or above their purchase price. In the past, companies that have experienced volatility in the market price of their stock have been the object of securities class action litigation. If we were the subject of securities class action litigation, it could result in substantial costs, a diversion of management's attention and resources and a material adverse effect on our business and financial condition.

22. External Factors Could Affect Our Common Stock Trading Price. Fluctuations in the trading price of our common stock and purchase warrants may result from a number of factors, some of which are beyond our control, including:

- o general economic and stock market conditions
- o or anticipated fluctuations in our operating results;

- o changes in expectations as to our future financial performance or changes in financial estimates by securities analysts;
- o earnings and other announcements by, and changes in market valuations of other comparable companies and
- o trading of our common stock.

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USE OF PROCEEDS

The Company will not receive any of the proceeds from the sale of the Shares by the Selling Shareholders.

SELLING SHAREHOLDERS

Shares of our common stock eligible for sale pursuant to this Reoffer Prospectus or which may become eligible for sale pursuant to this Reoffer Prospectus whether or not the holders of these shares have any present intent to do so are shares which (i) have been acquired pursuant to the terms of a Employee Stock Purchase Agreement ("Stock Purchase Agreement") dated as of July 1, 2001. Under the terms of the Stock Purchase Agreement the Shares are being sold to the employees at a price of \$.80 per share or an aggregate of \$48,000 which may be paid for in cash or if the Company permits by the performance of employment services performed or to be preformed or (ii) have been acquired by them pursuant to the terms of six separate individual Consulting Agreements ("Consulting Agreements") which are individually negotiated written compensation agreements pursuant to which the selling shareholders are rendering or have rendered bona fide services not in connection with the offer or sale of securities in a capital raising transaction. In these cases the Company is permitting payment by the performance of employment or consulting services in lieu of the payment thereof in cash to the employee.

For the purposes of this Reoffer Prospectus, all of the Shares being registered hereunder are "restricted shares" insofar as they were issued to an individual employee or consultant of our Company under an employee benefit plan pursuant to a 1933 Act exemption prior to their inclusion in a registration statement on Form S-8, of which this Reoffer Prospectus is a part.

PLAN OF DISTRIBUTION

All or a portion of the Shares offered through this prospectus may be sold, from time to time, by or for the Selling Stockholders in one or more transactions in the public market on the Over-the-Counter ("OTC") Market, in privately negotiated transactions, or in a combination of those transactions. These sales may be made either at fixed prices which may be changed, at market prices prevailing at the time of sale on the OTC Market, at prices related to prevailing market prices or at negotiated prices. The Shares may be sold directly by the Selling Stockholders, each acting as principal for his own account or may be sold through brokers, dealers or other agents designated from time to time by the Selling Shareholders. These brokers, dealers or other agents may receive compensation in the form of customary brokerage commissions or concessions from the selling stockholders or the purchasers of the Shares. We anticipate that there will be no underwriting commissions or discounts payable with respect to these transactions, other than brokers commissions or fees customarily paid on these types of transactions, which commissions and fees will be borne by the Selling Stockholders.

Any shares of common stock that qualify for sale pursuant to Rule 144 under the Securities Act of 1933, as amended, may be sold under Rule 144 rather than pursuant to this Reoffer Prospectus.

The Selling Stockholders and any broker-dealers or agents that

participate with the selling stockholders in the distribution of the Shares may be deemed to be "underwriters" within

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the meaning of the Securities Act of 1933, as amended, and any commissions received by them and any profit received by them may be deemed to be underwriting commissions or discounts under the Securities Act of 1933, as amended. Under applicable rules and regulations under the Securities Exchange Act of 1934, as amended any person engaged in the distribution of the Shares may not simultaneously engage in market-making activities with respect to applicable provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated under the Securities Exchange Act of 1934, as amended, including, Regulation M, which provisions may limit the timing of purchases and sales of our common stock by the Selling Stockholders. All of these things may limit the marketability of the Shares.

To our knowledge, no underwriting arrangements have been entered into by the Selling Stockholders with respect to the Shares as of the date of this Reoffer Prospectus. If we are notified by a Selling Shareholder that any material arrangement has been entered into with a broker or dealer for the sale of shares through a block trade, special offering or secondary distribution, or a purchase by a broker or dealer, we will file a supplement to this Reoffer Prospectus, if required, pursuant to Rule 424(b) under the Securities Act of 1933, as amended, disclosing (a) the name of each Selling Shareholder and of the participating broker or dealer, (b) the number of shares involved, (c) the price at which the shares were sold, (d) the commissions paid or the discounts or concessions allowed to the broker or dealer, where applicable, (e) that the broker or dealer did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus, and (f) other facts material to the transaction.

To the extent required, we will use our best efforts to file, during any period in which offers or sales are being made, one or more supplements to this Prospectus to describe any material information concerning the plan of distribution not previously disclosed in this prospectus or any material change to that information in this prospectus.

In order to comply with the securities laws of certain states, if applicable, the Shares will be sold in those jurisdictions only through registered or licensed brokers or dealers.

We will pay all expenses incurred to register the Shares, which are estimated to be approximately \$6,000, but all brokerage commissions and other expenses incurred by individual selling stockholders will be paid by them. There is no assurance that any of the Selling Stockholders will sell any or all of the Shares offered through this Prospectus.

EXPERTS

The financial statements and schedules of the Company and its subsidiaries included in the Company's Annual Report on Form 10-KSB, for the fiscal years ended December 31, 1999, and December 31, 2000 have been examined by, Caracansi Ramey & Associates, LLC., Certified Public Accountants, and such financial statements and schedules are incorporated by reference herein in reliance upon the authority of said firm as experts in accounting and auditing.

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LEGAL PROCEEDINGS

We are not a party to any legal proceedings, and to the best of our

knowledge, no such proceedings by or against the Company or J-Bird Records, Inc. have been threatened.

LEGAL OPINION

The legality of the Shares offered hereby has been passed upon for the Company by H. Melville Hicks, Jr., 551 Fifth Avenue, Suite 1625, New York, New York 10176 its corporate and securities counsel.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents are incorporated by reference in this registration statement:

- (a) General Form For Registration of Securities of Small Business Issuer on Form 10-SB and all Exhibits thereto filed pursuant to Section 12 (g) of the Exchanges Act of 1934, as amended (the "1934 Act").
- (b) Registrant's Annual Report on Form 10-KSB and all Exhibits thereto for the fiscal years ended December 31, 1999 and December 31, 2000, filed pursuant to Section 15(d) of the 1934 Act.
- (c) Registrant's quarterly reports on Forms 10-QSB for the fiscal quarter ended March 31, 2001, filed pursuant to Section 15(d) of the 1934 Act.
- (d) Registrant's Current Reports on Form 8-K dated October 28, 1999 and filed on November 15, 1999 and dated July 16, 2001 and filed July 20, 2001.

All documents filed by the Registrant pursuant to Section 13(a), 13(c), 14, and 15(d) of the 1933 Act and Sections 13(a), 13(c), and 14 of the 1934 Act after the date of this registration statement and prior to the filing of a post-effective amendment to this registration statement which indicates that all securities offered hereunder have been sold, or which registers all securities then remaining unsold under this registration statement, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents.

Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or

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supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not applicable (securities to be offered are registered under Section 12 of the Exchange Act)

Item 5. Interest of Named Experts and Counsel

Caracansi Ramey & Associates, LLC., Certified Public Accountants auditor to the Company do not have any beneficial interest in the common stock of the Company.

H. Melville Hicks, Jr. is being issued 20,000 shares of common stock

in partial payment for services rendered, excluding services rendered in connection with transactions for capital-raising purposes.

Item 6. Indemnification of Directors and Officers.

The By-laws of the Company provide that a director or officer of the Company will not be personally liable to the Company or its shareholders for monetary damages for acts or conduct of said officer or director performed for or on behalf of the Company, except for liability arising out of his own negligence or willful misconduct.

The Company is entitled under its By-laws to purchase and maintain insurance on behalf of any director or officer against any liability asserted against him and incurred by him in any capacity.

Insofar as indemnification for liabilities arising under the 1933 Act may be permitted to directors, officers, and controlling persons of that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the 1933 Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by registrant of expenses incurred in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

Except to the extent herein above set forth, there is no charter provision, by-law, contract, arrangement or statute pursuant to which any director or officer of the Company is indemnified in any manner against any liability which he may incur in his capacity as such.

Item 7. Exemption From Registration Claimed

The Shares were issued for employment compensation and compensation for advising and consulting services rendered or to be rendered. This sale was made in reliance on the exemption from registration requirements of the 1933 Act contained in Section 4(2) thereof covering transactions not involving any public offering or not involving any "offer" or "sales".

Item 8. Exhibits

The exhibits filed as a part of this Registration Statement or incorporated herein by reference are as follows:

Exhibit No.	Item
-----	----
4.8	Employee Stock Purchase Agreement dated as of August 1, 2001.
4.9	Consulting Agreement dated as of May 15, 2001 between the Corporation and Henri Andre Bohnen.
4.10	Consulting Agreement dated as of May 15, 2001 between the Corporation and Gregory L. Paige.
4.11	Consulting Agreement dated as of May 15, 2001 between the Corporation and Justin Cuccia.
4.12	Consulting Agreement dated as of May 15, 2001 between the

Corporation and Keith Garde.

- 4.13 Extension Agreement dated as of June 1, 2001 between the Corporation and James R. Hodgdon.
- 4.14 Extension Agreement dated June 1, 2001 between the Corporation and Brian J. Murphy.
- 5.4 Opinion of H. Melville Hicks, Jr., Esq., regarding the legality of the securities being registered under this Registration Statement.
- 24.5 Consent of Caracansi Ramey & Associates, LLC., Certified Public Accountants Independent Auditors for the Company.
- 24.6 Consent of H. Melville Hicks, Jr., Esq., counsel for the Company (set forth in the opinion of counsel included as Exhibit 5.4).

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers of sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the 1933 Act;

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(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (a) (1) (i) and (a) (1) (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Company pursuant to Section 13 or Section 15(d) of the 1934 Act that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the 1933 Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the 1933 Act, each filing of the Registrant's annual report pursuant to section 13(a) or section 15 (d) of the 1934 Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the 1934 Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wilton, Connecticut on the 2nd day of August 2001.

J-BIRD MUSIC GROUP, LTD.

By: /s/ Hope D. Trowbridge
Hope D. Trowbridge
President

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ Hope D. Trowbridge ----- Hope D. Trowbridge	President, Treasurer	August 2, 2001
/s/Asa L. Fish ----- Asa L. Fish	Secretary	August 2, 2001
/s/ Hope D. Trowbridge. ----- Hope D. Trowbridge	Director	August 2, 2001
/s/ Asa L. Fish ----- Asa L. Fish	Director	August 2, 2001

INDEX TO EXHIBITS

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EMPLOYEE STOCK
PURCHASE AGREEMENT

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J-BIRD MUSIC GROUP, LTD.

EMPLOYEE STOCK PURCHASE AGREEMENT

This Agreement is made as of the 1st day of August, 2001, by and between J-Bird Music, a Pennsylvania corporation (the "Corporation"), and the employees listed on Schedule I attached hereto (collectively "Purchasers").

In consideration of the mutual covenants and representations set forth herein, the Corporation and the Purchasers agree as follows:

1. Purchase and Sale of Stock.

(a) Subject to the terms and conditions of this Agreement, the Corporation hereby agrees to sell to Purchasers and Purchasers agrees to purchase from the Corporation on the Closing Date (as herein defined), the number of shares of the Corporation's Common Stock (the "Stock") set opposite their respective names on Schedule I attached hereto at a price of \$0.80 per share, for an aggregate purchase price of \$48,000.00 or \$16,000 for each Purchaser. The purchase price for the Stock shall be paid in cash or, if permitted by the Corporation, by the performance of employment services already performed or to be performed.

(b) Upon the occurrence of a default by any Purchaser in the payment or performance of the employment duties or the termination of his or her employment for cause, the Corporation shall be entitled to immediate possession of the Stock of the defaulting or terminated Purchaser and all rights and remedies of a secured party under the Commercial Code of the State of Connecticut.

2. Closing. The purchase and sale of the Stock shall occur at a Closing to be held at such time and place (the "Closing Date"), as designated by the Corporation by written notice to each of the Purchasers of at least one (1)

business day prior to the Closing Date. The Closing will take place at the principal office of the Corporation or at such other place as shall be designated by the Corporation. At the Closing, each Purchaser shall deliver to the Corporation a check in the amount of the purchase price payable to the order of the Corporation and/or, if the consideration is to be paid in employment services by any Purchaser, the Corporation and each such Purchaser shall agree on the value of employment services already performed and the value of and term length of services to be performed, and the Corporation will issue, as promptly thereafter as practicable, certificates representing the Stock registered in the name of each such Purchaser.

3. Restriction on Transfer; Right of First Refusal.

(a) Each Purchaser agrees he or she shall not sell, transfer, pledge, hypothecate or otherwise dispose of any shares of the Stock owned by him or her.

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(b) Before any shares of Stock registered in the name of any Purchaser may be sold or transferred (including transfer by operation of law), such shares shall first be offered to the Corporation in accordance with the following terms and conditions:

(i) Each Purchaser who intends to sell or transfer his or her shares shall deliver a notice (the "Notice") to the Corporation stating (A) his or her bona fide intention to sell or transfer such shares, (B) the number of such shares to be sold or transferred, (C) the price for which he or she proposes to sell or transfer such shares, and (D) the name of the proposed purchaser or transferee.

(ii) Within thirty (30) days after receipt of the Notice from any Purchaser, the Corporation or its assignee may elect to purchase any or all shares to which the Notice refers, at the price per share specified in the Notice.

(iii) If all of the shares to which the Notice refers are not elected to be purchased as provided in subparagraph 3(b)(ii) hereof, such Purchaser may sell the remaining shares to any person named in the Notice at the price specified in the Notice or at a higher price, provided that such sale or transfer is consummated within 60 days of the date of said Notice to the Corporation, and, provided further, that any such sale is in accordance with all the terms and conditions hereof.

The provisions of this Section 3 shall terminate on (i) the effective date of a registration statement filed by the Corporation under the Securities Act of 1933, as amended (the "Act"), with respect to any public offering of Common Stock of the Corporation or (ii) the closing date of a sale of assets or merger of the Corporation pursuant to which shareholders of this Corporation

receive securities of a buyer whose shares are publicly traded. The provisions of this Section 3 shall not apply to a transfer of any shares of Stock by any Purchaser, either during his or her lifetime or on death by will or intestacy to his or her ancestors, descendants or spouse, or any custodian or trustee for the account of such Purchaser or such Purchaser's ancestors, descendants or spouse, provided, in each such case, a transferee shall receive and hold such shares subject to the provisions of this Section 3 and there shall be no further transfer of such shares in accordance herewith.

The Corporation shall not be required (i) to transfer on its books any shares of Stock which shall have been sold or transferred by any Purchaser in violation of any of the provisions set forth in this Agreement, or (ii) to treat as owner of such shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such shares shall have been so transferred.

4. Legends. All certificates representing any of the shares of Stock subject to the provisions of this Agreement shall have endorsed thereon the following legends:

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATION ARE SUBJECT TO CERTAIN RESTRICTIONS UPON TRANSFER, RIGHT OF REPURCHASE AND RIGHT OF FIRST REFUSAL AS SET FORTH IN AN AGREEMENT BETWEEN THE

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CORPORATION AND THE REGISTERED HOLDER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE CORPORATION."

(b) "THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE CORPORATION THAT SUCH REGISTRATION IS NOT REQUIRED."

(c) Any legend required to be placed thereon by applicable securities laws of any state.

5. Purchasers' Representations. In connection with his purchase of the Stock, each of the Purchasers hereby represents and warrants to the Corporation as follows:

(a) Investment Intent; Capacity to Protect Interests. He or she is purchasing the Stock solely for his or her own account for investment and not with a view to or for sale in connection with any distribution of the Stock or any portion thereof and not with any present intention of selling, offering to sell or otherwise disposing of or distributing the Stock or any portion thereof in any transaction other than a transaction exempt from registration under the Act. The Purchaser also represents that the entire legal and beneficial interests of the Stock is being purchased, and will be held, for the Purchaser's

account only, and neither in whole nor in part for any other person. Purchaser either has a preexisting business or personal relationship with the Corporation or any of its officers, directors or controlling persons or by reason of his or her business or financial experience or the business or financial experience of his or her professional advisors who are unaffiliated with and who are not compensated by the Corporation or any affiliate or selling agent of the Corporation, directly or indirectly, could be reasonably assumed to have the capacity to evaluate the merits and risks of an investment in the Corporation and to protect his or her own interests in connection with this transaction.

(b) Residence. Each of the Purchaser's principal residence is located at the address indicated beneath the Purchaser's signature below.

(c) Information Concerning Corporation. Each of the Purchasers has heretofore discussed the Corporation and its plans, operations and financial condition with the Corporation's officers and has heretofore received all such information as each of the Purchasers has deemed necessary and appropriate to enable him or her to evaluate the financial risk inherent in making an investment in the Stock, and he or she has received satisfactory and complete information concerning the business and financial condition of the Corporation in response to all inquiries in respect thereof.

(d) Economic Risk. Each Purchaser realizes that the purchase of the Stock will be a highly speculative investment and involves a high degree of risk, and he or she is able, without impairing his or her financial condition, to hold the Stock for an indefinite period of time and suffer a complete loss on his or her investment.

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(e) Restricted Securities. Each Purchaser understands and acknowledges that:

(i) the sale of the Stock has not been registered under the Act, the Stock must be held indefinitely unless subsequently registered under the Act or an exemption from such registration is available and the Corporation is under no obligation to register the Stock;

(ii) the share certificate representing his or her Stock will be stamped with the legends specified in Section 4 hereof; and

(iii) the Corporation will make a notation in its records of the aforementioned restrictions on transfer and legends.

(f) Disposition of the Stock. Each Purchaser represents that he or she is familiar with the provisions of Rule 144, promulgated under the Act, which, in substance, permit limited public sale of "restricted securities" acquired,

directly or indirectly from the issuer thereof, in a nonpublic offering, subject to the satisfaction of certain conditions. In the event the Corporation is subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), each Purchaser is subject to the satisfaction of certain of the conditions specified by Rule 144, including among other things: (1) the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as that term is defined under the Exchange Act); and (2), the availability of certain public information about the Corporation, and the amount of the Corporation's securities being sold during any three month period not exceeding the limitations specified in Rule 144(e).

Each Purchaser acknowledges and understands that the shares of stock purchased hereby may be resold in certain limited circumstances subject to the provisions of Rule 144, which requires among other things: (1) the resale occurring not less than one year after the party has purchased, and made full payment for, within the meaning of Rule 144, the securities to be sold; and, in the case of an affiliate, or of a nonaffiliate who has held the securities less than two years, (2) the availability of certain public information about the Company, (3) the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as that term is defined under the Exchange Act), and (4) the amount of the Corporation's securities being sold during any three month period not exceeding the specified limitations stated therein, if applicable.

(g) Further Limitations on Disposition. Without in any way limiting Purchasers' representations set forth above, each Purchaser further agrees that he or she shall in no event make any disposition of all or any portion of the Stock unless and until:

(i) (A) There is then in effect a Registration Statement under the Act covering such proposed disposition and such disposition is made in accordance with said Registration Statement; or (B) (1) each Purchaser shall have notified the Corporation of his or proposed disposition and shall have furnished the Corporation with a detailed statement of the circumstances surrounding the proposed disposition, (2) each Purchaser shall have furnished the Corporation with an opinion of the Corporation's counsel to the effect that such disposition will not require registration of such shares under the Act.

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(ii) The Purchaser shall have complied with the right of first refusal set forth in Section 3 hereof if it is still in effect at the time of any such sale.

(h) Valuation of Common Stock. Each Purchaser understands that the Stock has been valued by the board of directors of the Corporation and that the Corporation believes this valuation represents a fair attempt at reaching an

accurate appraisal of its worth; each Purchaser understands, however, that the Corporation can give no assurances that such price is in fact the fair market value of the Stock and that it is possible that, with the benefit of hindsight, the Internal Revenue Service would successfully assert that the value of the Common Stock on the date of purchase is greater than so determined.

If the Internal Revenue Service were to succeed in a tax determination that the Stock received had value greater than that upon which the transaction was based, the additional value would constitute ordinary income as of the date of its receipt. The additional taxes (and interest) due would be payable by each Purchaser, and there is no provision for the Corporation to reimburse each Purchaser for that tax liability, and each Purchaser assumes all responsibility for such potential tax liability. In the event such additional value would represent more than 25 percent of each Purchaser's gross income for the year in which the value of the shares were taxable, the Internal Revenue Service (the "I.R.S.") would have six years from the due date for filing the return (or the actual filing date of the return if filed thereafter) within which to assess such Purchaser the additional tax and interest which would then be due.

The Corporation would have the benefit, in any such transaction, if a determination was made prior to the three-year statute of limitations period affecting the Corporation, of an increase in its deduction for compensation paid, which would offset its operating profits, or, if not profitable, would create a net operating loss carry forward arising from operations in that year.

6. Miscellaneous.

(a) The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(b) Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to the appropriate Purchaser at his or her address shown on the Corporation's employment records and to the Corporation at the address of its principal corporate offices (attention: President) or at such other address as such party may designate by ten days' advance written notice to the other party hereto.

(c) The Corporation may assign its rights and delegate its duties and obligations under this Agreement. If any such assignment or delegation requires consent of any state securities authorities, the parties agree to cooperate in requesting such consent. This Agreement shall inure to the benefit of the successors and assigns of the Corporation and, subject to the terms and conditions herein set forth, be binding upon each Purchaser, his or her heirs, executors, administrators, successors and assigns.

(e) Each Purchaser hereby authorizes and directs the Secretary or Transfer Agent of the Corporation to transfer the Stock as to which the right of first refusal has been exercised from Purchaser to the Corporation.

(f) Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Corporation, or a parent or subsidiary of the Corporation, to terminate any of the Purchasers' employment, for any reason, with or without cause.

(g) This Agreement may be signed and delivered in several counterparts and each counterpart shall be a separate agreement between the Purchaser signing it and the Corporation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

J-Bird Music Group, Ltd.

/S/ HOPE D. TROWBRIDGE
Hope D. Trowbridge, President

/S/ ROBERT MORRISON
Robert Morrison

/S/ ASA FISH
Asa Fish

/S/ DARREN NOWICKI
Darren Nowicki

/S/ HOPE D. TROWBRIDGE
Hope D. Trowbridge

Schedule I

Employee	Value of Services	No. Shares
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Robert Morrison
13 Ridgedale Road
Bethel, CT 06801

\$16,000

20,000

Asa Fish
100 Princeton Street
Bridgeport, CT 06605

\$16,000

20,000

Hope D. Trowbridge
Address: 2 Springhill Avenue #17
Norwalk, CT 06850

\$16,000

20,000

CONSULTING AGREEMENT
WITH
HENRI ANDRE BOHNEN

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CONSULTING AGREEMENT

This Consulting Agreement (Agreement) is made and entered into as of this May, 15 2001, by and between J-Bird Music Group LTD, of Wilton, Connecticut (The Principal), Henri Andre Bohnen with reference to the following facts:

A. Consultant possesses special skills, knowledge and qualifications beneficial to the business of the Principal.

B. The parties hereto desire to enter into an Agreement under which Consultant will provide services to the Principal.

C. The parties intend that Consultant shall be an independent contractor with the Principal under this Agreement and not an employee of the Principal.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Engagement and Term. The Principal hereby engages the services of the Consultant and the Consultant accepts such engagement on the terms and conditions set forth herein for a term commencing as of May 1, 2001 and terminating on August 31,2001.

2. Duties. Consultant shall be engaged to provide consulting services for the Principal with respect to the conduct of its business described above. Consultant shall perform such duties pertaining to the Principal's business as the Principal and Consultant shall from time to time mutually agree in connection with the Principals business. Primary responsibilities are cost containment in the shipping and receiving and inventory control of the companies goods.

3. Nature of Services. Consultant agrees to perform diligently and to the best of his talents, skills and expertise, all services which it is required to perform under this Agreement and to devote such productive time thereto as Consultant reasonably determines to be necessary and appropriate to fulfill Consultant's obligation hereunder. Consultant shall not delegate the performance of any such services to any other person, firm or corporation without the prior written consent of the Principal. Consultant shall have the right to engage in any other gainful activities and businesses in its sole and absolute discretion, provided that Consultant hereby agrees that it shall not engage in any activities or businesses which conflict or compete with the activities and business of the Principal. Consultant's services hereunder need not be performed at the Principal's offices. The Consultant agrees to provide seven (7) hours of consulting a week to the Principal and its associates and agrees to physically come to the Principal's office once a month or as mutually agreed.

4. Compensation. The Principal shall pay to Consultant, and Consultant agrees to accept as payment in full for all services rendered by it to the Principal during the term hereof as compensation, 5,000 shares of J-Bird Music Group LTD common stock.

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5. Expenses and Taxes. The Consultant shall be solely responsible for all out-of-pocket expenses incurred by Consultant in the performance of its duties hereunder, except that the Consultant shall be reimbursed by the Principal for travel expenses incurred in fulfilling his duties as herein described. Additionally, the Consultant shall be responsible for its income tax liability consistent with his status as an independent contractor.

6. Confidential Relationship Created by Agreement. Consultant acknowledges and agrees that this agreement creates a relationship of confidence and trust on the part of Consultant for the benefit of the Principal. During the term of this Agreement, Consultant may be responsible, in whole or in part, for the creation of, or may acquire certain "Confidential Information" (as herein-after defined) from or regarding the Principal's employees, agents, and representatives or documents, or otherwise as a result of performing the services of Consultant hereunder. Consultant acknowledges and agrees that the Principal would not have entered into this Agreement unless the Principal were assured that all such confidential information would be held in confidence by Consultant, in trust for the sole benefit of the Principal, and according to the terms set forth in this paragraph 6.

During the term of this Agreement and at all times thereafter, Consultant shall keep all of the Confidential Information in confidence and shall not disclose any of the same to any other person, except the Principal's personnel entitled thereto and other persons designated in writing by the Principal. Consultant shall not cause, suffer or permit the Confidential Information to be used for the gain or benefit of any party outside of the

Principal or for Consultant's personal gain or benefit outside the scope of Consultant's engagement by the Principal.

The term "Confidential Information", as used herein, means all information or material not generally known by the general public which (a) gives the Principal some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Principal; (b) which is owned by the Principal or in which the Principal has an interest and (c) which is either (i) marked "Confidential Information", "Proprietary Information" or other similar marking, (ii) known by the Consultant to be considered confidential or proprietary by the Principal or (iii) from all the relevant circumstances should reasonably be assumed by Consultant to be confidential and proprietary to the Principal. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, research or development and test results, marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employees files. Confidential Information also includes any information described above which the Principal obtains from another third party and which the Principal treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Principal. NOTWITHSTANDING THE ABOVE, HOWEVER, NO INFORMATION CONSTITUTES CONFIDENTIAL INFORMATION IF IT IS GENERIC INFORMATION OR GENERAL KNOWLEDGE WHICH THE CONSULTANT WOULD HAVE LEARNED IN THE COURSE OF

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PERFORMING SIMILAR CONSULTING SERVICES ELSEWHERE IN THE TRADE OR IF IT IS OTHERWISE PUBLICLY KNOWN AND IN THE PUBLIC DOMAIN.

Consultant agrees not to make any written use of or reference to the Principal's name for any marketing, public relations, display or other business purpose or make any use of the Principal's facilities for any activity unrelated to the express business purposes and interests of the Principal under this Agreement, without the prior consent of the Principal, which consent may be withheld or granted in the Principal's sole and absolute discretion.

Consultant acknowledges and agrees that the remedy at law for the breach of any provision of this Paragraph 6 may be inadequate and that the Principal shall be entitled to injunctive relief without bond, in addition to any other rights or remedies which the Principal may have for such breach.

Consultant agrees that the obligations, covenants and agreements of the Consultant and the rights of the Principal as set forth in this paragraph 6

shall survive any termination expiration of this Agreement.

7. No Conflicting Agreements. Consultant warrants and represents that there are no agreements to which it is a party which would prevent its timely and complete performance of the terms and conditions of this Agreement, and Consultant agrees not to enter into any such agreement during the term of this Agreement.

8. Indemnification. Each party, (Indemnifying Party) agrees to indemnify and hold harmless the other party (Indemnified Party) and each of the Indemnified Party's directors, officers, agents, employees, and controlling persons against any losses, claims, damages, or liabilities related to or arising out of any actions or omissions committed by the Indemnifying Party hereunder (including any violations of applicable federal and state securities laws). The provisions of this sections shall survive any termination of this Agreement and shall be binding upon any successors or assigns of the Principal.

9. Notice. All notices or demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal delivery upon such other party or by leaving a copy of said notice or demand, addressed to such other party at the address set forth below, whereupon service shall be deemed completed, or by mailing a copy thereof by certified or registered mail, postage prepaid with the return receipt requested, to the appropriate address set forth below.

If to the Consultant:

Henri Andre Bohnen
P O box 721
Southport, CT 06490

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If to the Principal:

J-Bird Music Group LTD
396 Danbury Road
2nd Floor
Wilton, CT 06897

In the case of service by mail, it shall be deemed complete at the expiration of the third day after the date of mailing. The address to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided.

10. Attorneys' Fees. In the event of any action or proceeding between the parties hereto to enforce any provision or right hereunder, the unsuccessful party to such action or proceeding agrees to pay the successful party all costs and expenses, including but not limited to, actual attorneys' fees incurred therein by; such successful party, which costs, expenses and attorneys' fees shall be included in and as a part of any judgment or award rendered in such action or proceeding.

11. Relationship and Authority. The relationship between the Principal and Consultant intended to be created by this Agreement is that of independent contractor and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between the parties hereto. Consultant agrees that it shall neither act nor make any representation that is authorized to act as an agent or officer of the Principal.

12. Assignment. The services to be rendered and the duties to be performed by Consultant hereunder are of a unique and personal nature. Nothing contained in this Agreement shall be construed to permit assignment by Consultant of any right or obligation under this Agreement and any such assignment is expressly prohibited.

13. Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

14. Entire Agreement. This Agreement is intended to constitute the final, entire, complete and exclusive agreement between the parties hereto pertaining to the subject matter hereof, and expressly supersedes all prior written and oral agreements and understandings between the parties hereto with respect to the subject matter hereof.

15. Engagement at Will. Any continuance of Consultant's engagement by Principal and Consultant after expiration of the term of this Agreement shall be deemed an engagement at will and shall be subject to termination with or without cause by either Principal or Consultant upon delivery of notice thereof to the other party. Any such continuance of engagement shall be upon the terms and conditions as set forth herein or as otherwise mutually agreed between the parties.

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16. Waiver; Modification. No provisions of this Agreement may be amended or modified, or the termination or discharge thereof agreed to or acknowledged orally, but such may be accomplished only by an agreement in writing signed by the party against whom the enforcement of any such waiver, amendment, modification, termination or discharge is sought.

17. Severability. The provisions of this Agreement are severable, and

in the event that any provision is declared invalid, this Agreement shall be interpreted as if such invalid provision were not contained herein.

18. Applicable Law. This Agreement shall constitute a contract under the laws of the State of Connecticut and shall be governed and construed in accordance with the laws of said state.

19. Execution of Documents. The Principal and Consultant shall, whenever and as often as reasonably requested to do so by any other party, execute, acknowledge and deliver or cause to be executed, acknowledged or delivered, any and all agreements and instruments as may be necessary, expedient or proper in the opinion of the requesting party to carry out the intent and purposes of this Agreement.

20. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all together shall constitute one and the same agreement.

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INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the day and year first set forth above.

"CONSULTANT"

"PRINCIPAL"

S/Henri Andre Bohnen
Henri Andre Bohnen

/S/HOPE D. TROWBRIDGE
Hope D. Trowbridge
J-Bird Music Group LTD

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CONSULTING AGREEMENT
WITH
GREGORY L. PAIGE

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CONSULTING AGREEMENT

This Consulting Agreement (Agreement) is made and entered into as of this May, 15 2001, by and between J-Bird Music Group LTD, of Wilton, Connecticut (The Principal), and Gregory L. Paige (Consultant), with reference to the following facts:

A. Consultant possesses special skills, knowledge and qualifications beneficial to the business of the Principal.

B. The parties hereto desire to enter into an Agreement under which Consultant will provide services to the Principal.

C. The parties intend that Consultant shall be an independent contractor with the Principal under this Agreement and not an employee of the Principal.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Engagement and Term. The Principal hereby engages the services of the Consultant and the Consultant accepts such engagement on the terms and conditions set forth herein for a term commencing as of May 1, 2001 and terminating on December 1, 2001.

2. Duties. Consultant shall be engaged to provide consulting services for the Principal with respect to the conduct of its business described above. Consultant shall perform such duties pertaining to the Principal's business as the Principal and Consultant shall from time to time mutually agree in connection with the Principals business. Primary responsibilities are to design and implement a system for J-Bird to sell their excess inventory via e-mail campaigns through a list of potential customers he has.

3. Nature of Services. Consultant agrees to perform diligently and to the best of his talents, skills and expertise, all services which it is required to perform under this Agreement and to devote such productive time thereto as Consultant reasonably determines to be necessary and appropriate to fulfill Consultant's obligation hereunder. Consultant shall not delegate the performance of any such services to any other person, firm or corporation without the prior written consent of the Principal. Consultant shall have the right to engage in any other gainful activities and businesses in its sole and absolute discretion, provided that Consultant hereby agrees that it shall not engage in any activities or businesses which conflict or compete with the activities and business of the Principal. Consultant's services hereunder need not be performed at the Principal's offices. The Consultant agrees to provide seven (7) hours of consulting a week to the Principal and its associates and agrees to physically come to the Principal's office once a month or as mutually agreed.

4. Compensation. The Principal shall pay to Consultant, and Consultant agrees to accept as payment in full for all services rendered by it to the Principal during the term hereof as compensation, 50,000 shares of J-Bird Music Group LTD common stock.

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5. Expenses and Taxes. The Consultant shall be solely responsible for all out-of-pocket expenses incurred by Consultant in the performance of its duties hereunder, except that the Consultant shall be reimbursed by the Principal for travel expenses incurred in fulfilling his duties as herein described. Additionally, the Consultant shall be responsible for its income tax liability consistent with his status as an independent contractor.

6. Confidential Relationship Created by Agreement. Consultant acknowledges and agrees that this agreement creates a relationship of confidence and trust on the part of Consultant for the benefit of the Principal. During the term of this Agreement, Consultant may be responsible, in whole or in part, for the creation of, or may acquire certain "Confidential Information" (as herein-after defined) from or regarding the Principal's employees, agents, and representatives or documents, or otherwise as a result of performing the services of Consultant hereunder. Consultant acknowledges and agrees that the Principal would not have entered into this Agreement unless the Principal were assured that all such confidential information would be held in confidence by Consultant, in trust for the sole benefit of the Principal, and according to the terms set forth in this paragraph 6.

During the term of this Agreement and at all times thereafter, Consultant shall keep all of the Confidential Information in confidence and shall not disclose any of the same to any other person, except the Principal's personnel entitled thereto and other persons designated in writing by the Principal. Consultant shall not cause, suffer or permit the Confidential Information to be

sued for the gain or benefit of any party outside of the Principal or for Consultant's personal gain or benefit outside the scope of Consultant's engagement by the Principal.

The term "Confidential Information", as used herein, means all information or material not generally known by the general public which (a) gives the Principal some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Principal; (b) which is owned by the Principal or in which the Principal has an interest and (c) which is either (i) marked "Confidential Information", "Proprietary Information" or other similar marking, (ii) known by the Consultant to be considered confidential or proprietary by the Principal or (iii) from all the relevant circumstances should reasonably be assumed by Consultant to be confidential and proprietary to the Principal. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, research or development and test results, marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employees files. Confidential Information also includes any information described above which the Principal obtains from another third party and which the Principal treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Principal. NOTWITHSTANDING THE ABOVE, HOWEVER, NO INFORMATION CONSTITUTES CONFIDENTIAL INFORMATION IF IT IS GENERIC INFORMATION OR GENERAL KNOWLEDGE

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WHICH THE CONSULTANT WOULD HAVE LEARNED IN THE COURSE OF PERFORMING SIMILAR CONSULTING SERVICES ELSEWHERE IN THE TRADE OR IF IT IS OTHERWISE PUBLICLY KNOWN AND IN THE PUBLIC DOMAIN.

Consultant agrees not to make any written use of or reference to the Principal's name for any marketing, public relations, display or other business purpose or make any use of the Principal's facilities for any activity unrelated to the express business purposes and interests of the Principal under this Agreement, without the prior consent of the Principal, which consent may be withheld or granted in the Principal's sole and absolute discretion.

Consultant acknowledges and agrees that the remedy at law for the breach of any provision of this Paragraph 6 may be inadequate and that the Principal shall be entitled to injunctive relief without bond, in addition to any other rights or remedies which the Principal may have for such breach.

Consultant agrees that the obligations, covenants and agreements of the Consultant and the rights of the Principal as set forth in this paragraph 6 shall survive any termination expiration of this Agreement.

7. No Conflicting Agreements. Consultant warrants and represents that there are no agreements to which it is a party which would prevent its timely and complete performance of the terms and conditions of this Agreement, and Consultant agrees not to enter into any such agreement during the term of this Agreement.

8. Indemnification. Each party, (Indemnifying Party) agrees to indemnify and hold harmless the other party (Indemnified Party) and each of the Indemnified Party's directors, officers, agents, employees, and controlling persons against any losses, claims, damages, or liabilities related to or arising out of any actions or omissions committed by the Indemnifying Party hereunder (including any violations of applicable federal and state securities laws). The provisions of this sections shall survive any termination of this Agreement and shall be binding upon any successors or assigns of the Principal.

9. Notice. All notices or demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal delivery upon such other party or by leaving a copy of said notice or demand, addressed to such other party at the address set forth below, whereupon service shall be deemed completed, or by mailing a copy thereof by certified or registered mail, postage prepaid with the return receipt requested, to the appropriate address set forth below.

If to the Consultant:

Gregory L Paige
700 West Hillsboro Blvd.
Building 3 Suite 101
Deerfield Beach, FL 33440

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If to the Principal:

J-Bird Music Group LTD
396 Danbury Road
2nd Floor
Wilton, CT 06897

In the case of service by mail, it shall be deemed complete at the expiration of the third day after the date of mailing. The address to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided.

10. Attorneys' Fees. In the event of any action or proceeding between the parties hereto to enforce any provision or right hereunder, the unsuccessful party to such action or proceeding agrees to pay the successful party all costs and expenses, including but not limited to, actual attorneys' fees incurred therein by; such successful party, which costs, expenses and attorneys' fees shall be included in and as a part of any judgment or award rendered in such action or proceeding.

11. Relationship and Authority. The relationship between the Principal and Consultant intended to be created by this Agreement is that of independent contractor and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between the parties hereto. Consultant agrees that it shall neither act nor make any representation that is authorized to act as an agent or officer of the Principal.

12. Assignment. The services to be rendered and the duties to be performed by Consultant hereunder are of a unique and personal nature. Nothing contained in this Agreement shall be construed to permit assignment by Consultant of any right or obligation under this Agreement and any such assignment is expressly prohibited.

13. Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

14. Entire Agreement. This Agreement is intended to constitute the final, entire, complete and exclusive agreement between the parties hereto pertaining to the subject matter hereof, and expressly supersedes all prior written and oral agreements and understandings between the parties hereto with respect to the subject matter hereof.

15. Engagement at Will. Any continuance of Consultant's engagement by Principal and Consultant after expiration of the term of this Agreement shall be deemed an engagement at will and shall be subject to termination with or without cause by either Principal or Consultant upon delivery of notice thereof to the other party. Any such continuance of engagement shall be upon the terms and conditions as set forth herein or as otherwise mutually agreed between the parties.

16. Waiver; Modification. No provisions of this Agreement may be amended or modified, or the termination or discharge thereof agreed to or acknowledged orally, but such may be accomplished only by an agreement in writing signed by the party against whom the enforcement of any such waiver, amendment, modification, termination or discharge is sought.

17. Severability. The provisions of this Agreement are severable, and in

the event that any provision is declared invalid, this Agreement shall be interpreted as if such invalid provision were not contained herein.

18. Applicable Law. This Agreement shall constitute a contract under the laws of the State of Connecticut and shall be governed and construed in accordance with the laws of said state.

19. Execution of Documents. The Principal and Consultant shall, whenever and as often as reasonably requested to do so by any other party, execute, acknowledge and deliver or cause to be executed, acknowledged or delivered, any and all agreements and instruments as may be necessary, expedient or proper in the opinion of the requesting party to carry out the intent and purposes of this Agreement.

20. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all together shall constitute one and the same agreement.

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INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the day and year first set forth above.

"CONSULTANT"

"PRINCIPAL"

S/Gregory L. Paige
Gregory L Paige

/S/HOPE D. TROWBRIDGE
Hope D. Trowbridge
J-Bird Music Group LTD

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CONSULTING AGREEMENT
WITH
JUSTIN CUCCIA

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CONSULTING AGREEMENT

This Consulting Agreement (Agreement) is made and entered into as of this May, 15 2001, by and between J-Bird Music Group LTD, of Wilton, Connecticut (The Principal), and Justin Cuccia of San Mateo, California (Consultant), with reference to the following facts:

A. Consultant possesses special skills, knowledge and qualifications beneficial to the business of the Principal.

B. The parties hereto desire to enter into an Agreement under which Consultant will provide services to the Principal.

C. The parties intend that Consultant shall be an independent contractor with the Principal under this Agreement and not an employee of the Principal.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Engagement and Term. The Principal hereby engages the services of the Consultant and the Consultant accepts such engagement on the terms and conditions set forth herein for a term commencing as of May 1, 2001 and terminating on December 1, 2001.

2. Duties. Consultant shall be engaged to provide consulting services for the Principal with respect to the conduct of its business described above. Consultant shall perform such duties pertaining to the Principal's business as the Principal and Consultant shall from time to time mutually agree in connection with the Principals business. Primary responsibilities are to

maintain the J-Bird web site and make changes and updates as requested by the company.

3. Nature of Services. Consultant agrees to perform diligently and to the best of his talents, skills and expertise, all services which it is required to perform under this Agreement and to devote such productive time thereto as Consultant reasonably determines to be necessary and appropriate to fulfill Consultant's obligation hereunder. Consultant shall not delegate the performance of any such services to any other person, firm or corporation without the prior written consent of the Principal. Consultant shall have the right to engage in any other gainful activities and businesses in its sole and absolute discretion, provided that Consultant hereby agrees that it shall not engage in any activities or businesses which conflict or compete with the activities and business of the Principal. Consultant's services hereunder need not be performed at the Principal's offices. The Consultant agrees to provide seven (7) hours of consulting a week to the Principal and it's associates and agrees to physically come to the Principal's office once a month or as mutually agreed.

4. Compensation. The Principal shall pay to Consultant, and Consultant agrees to accept as payment in full for all services rendered by it to the Principal during the term hereof as compensation, 10,000 shares of J-Bird Music Group LTD common stock.

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5. Expenses and Taxes. The Consultant shall be solely responsible for all out-of-pocket expenses incurred by Consultant in the performance of its duties hereunder, except that the Consultant shall be reimbursed by the Principal for travel expenses incurred in fulfilling his duties as herein described. Additionally, the Consultant shall be responsible for its income tax liability consistent with his status as an independent contractor.

6. Confidential Relationship Created by Agreement. Consultant acknowledges and agrees that this agreement creates a relationship of confidence and trust on the part of Consultant for the benefit of the Principal. During the term of this Agreement, Consultant may be responsible, in whole or in part, for the creation of, or may acquire certain "Confidential Information" (as herein-after defined) from or regarding the Principal's employees, agents, and representatives or documents, or otherwise as a result of performing the services of Consultant hereunder. Consultant acknowledges and agrees that the Principal would not have entered into this Agreement unless the Principal were assured that all such confidential information would be held in confidence by Consultant, in trust for the sole benefit of the Principal, and according to the terms set forth in this paragraph 6.

During the term of this Agreement and at all times thereafter, Consultant shall keep all of the Confidential Information in confidence and shall not disclose any of the same to any other person, except the Principal's personnel entitled thereto and other persons designated in writing by the Principal.

Consultant shall not cause, suffer or permit the Confidential Information to be sued for the gain or benefit of any party outside of the Principal or for Consultant's personal gain or benefit outside the scope of Consultant's engagement by the Principal.

The term "Confidential Information", as used herein, means all information or material not generally known by the general public which (a) gives the Principal some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Principal; (b) which is owned by the Principal or in which the Principal has an interest and (c) which is either (i) marked "Confidential Information", "Proprietary Information" or other similar marking, (ii) known by the Consultant to be considered confidential or proprietary by the Principal or (iii) from all the relevant circumstances should reasonably be assumed by Consultant to be confidential and proprietary to the Principal. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, research or development and test results, marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employees files. Confidential Information also includes any information described above which the Principal obtains from another third party and which the Principal treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Principal. NOTWITHSTANDING THE ABOVE, HOWEVER, NO INFORMATION CONSTITUTES CONFIDENTIAL INFORMATION IF IT IS GENERIC INFORMATION OR GENERAL KNOWLEDGE WHICH THE CONSULTANT WOULD HAVE LEARNED IN THE COURSE OF

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PERFORMING SIMILAR CONSULTING SERVICES ELSEWHERE IN THE TRADE OR IF IT IS OTHERWISE PUBLICLY KNOWN AND IN THE PUBLIC DOMAIN.

Consultant agrees not to make any written use of or reference to the Principal's name for any marketing, public relations, display or other business purpose or make any use of the Principal's facilities for any activity unrelated to the express business purposes and interests of the Principal under this Agreement, without the prior consent of the Principal, which consent may be withheld or granted in the Principal's sole and absolute discretion.

Consultant acknowledges and agrees that the remedy at law for the breach of any provision of this Paragraph 6 may be inadequate and that the Principal shall be entitled to injunctive relief without bond, in addition to any other rights or remedies which the Principal may have for such breach.

Consultant agrees that the obligations, covenants and agreements of the Consultant and the rights of the Principal as set forth in this paragraph 6 shall survive any termination expiration of this Agreement.

7. No Conflicting Agreements. Consultant warrants and represents that there are no agreements to which it is a party which would prevent its timely and complete performance of the terms and conditions of this Agreement, and Consultant agrees not to enter into any such agreement during the term of this Agreement.

8. Indemnification. Each party, (Indemnifying Party) agrees to indemnify and hold harmless the other party (Indemnified Party) and each of the Indemnified Party's directors, officers, agents, employees, and controlling persons against any losses, claims, damages, or liabilities related to or arising out of any actions or omissions committed by the Indemnifying Party hereunder (including any violations of applicable federal and state securities laws). The provisions of this sections shall survive any termination of this Agreement and shall be binding upon any successors or assigns of the Principal.

9. Notice. All notices or demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal delivery upon such other party or by leaving a copy of said notice or demand, addressed to such other party at the address set forth below, whereupon service shall be deemed completed, or by mailing a copy thereof by certified or registered mail, postage prepaid with the return receipt requested, to the appropriate address set forth below.

If to the Consultant:

Justin Cuccia
4230 Olympic Ave
2nd Floor
San Mateo, CA

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If to the Principal:

J-Bird Music Group LTD
396 Danbury Road
2nd Floor
Wilton, CT 06897

In the case of service by mail, it shall be deemed complete at the expiration of the third day after the date of mailing. The address to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided.

10. Attorneys' Fees. In the event of any action or proceeding between the parties hereto to enforce any provision or right hereunder, the unsuccessful party to such action or proceeding agrees to pay the successful party all costs and expenses, including but not limited to, actual attorneys' fees incurred therein by; such successful party, which costs, expenses and attorneys' fees shall be included in and as a part of any judgment or award rendered in such action or proceeding.

11. Relationship and Authority. The relationship between the Principal and Consultant intended to be created by this Agreement is that of independent contractor and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between the parties hereto. Consultant agrees that it shall neither act nor make any representation that is authorized to act as an agent or officer of the Principal.

12. Assignment. The services to be rendered and the duties to be performed by Consultant hereunder are of a unique and personal nature. Nothing contained in this Agreement shall be construed to permit assignment by Consultant of any right or obligation under this Agreement and any such assignment is expressly prohibited.

13. Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

14. Entire Agreement. This Agreement is intended to constitute the final, entire, complete and exclusive agreement between the parties hereto pertaining to the subject matter hereof, and expressly supersedes all prior written and oral agreements and understandings between the parties hereto with respect to the subject matter hereof.

15. Engagement at Will. Any continuance of Consultant's engagement by Principal and Consultant after expiration of the term of this Agreement shall be deemed an engagement at will and shall be subject to termination with or without cause by either Principal or Consultant upon delivery of notice thereof to the other party. Any such continuance of engagement shall be upon the terms and conditions as set forth herein or as otherwise mutually agreed between the parties.

16. Waiver; Modification. No provisions of this Agreement may be amended or modified, or the termination or discharge thereof agreed to or acknowledged orally, but such may be accomplished only by an agreement in writing signed by the party against whom the enforcement of any such waiver, amendment, modification, termination or discharge is sought.

17. Severability. The provisions of this Agreement are severable, and in the event that any provision is declared invalid, this Agreement shall be interpreted as if such invalid provision were not contained herein.

18. Applicable Law. This Agreement shall constitute a contract under the laws of the State of Connecticut and shall be governed and construed in accordance with the laws of said state.

19. Execution of Documents. The Principal and Consultant shall, whenever and as often as reasonably requested to do so by any other party, execute, acknowledge and deliver or cause to be executed, acknowledged or delivered, any and all agreements and instruments as may be necessary, expedient or proper in the opinion of the requesting party to carry out the intent and purposes of this Agreement.

20. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all together shall constitute one and the same agreement.

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INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the day and year first set forth above.

"CONSULTANT"

/S/JUSTIN CUCCIA
Justin Cuccia

"PRINCIPAL"

/S/HOPE D. TROWBRIDGE
Hope D. Trowbridge
J-Bird Music Group LTD

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CONSULTING AGREEMENT
WITH
KEITH GARDE

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CONSULTING AGREEMENT

This Consulting Agreement (Agreement) is made and entered into as of this May, 15 2001, by and between J-Bird Music Group LTD, of Wilton, Connecticut (The Principal), and Keith Garde with reference to the following facts:

A. Consultant possesses special skills, knowledge and qualifications beneficial to the business of the Principal.

B. The parties hereto desire to enter into an Agreement under which Consultant will provide services to the Principal.

C. The parties intend that Consultant shall be an independent contractor with the Principal under this Agreement and not an employee of the Principal.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Engagement and Term. The Principal hereby engages the services of the Consultant and the Consultant accepts such engagement on the terms and conditions set forth herein for a term commencing as of May 1, 2001 and terminating on December 31, 2001.

2. Duties. Consultant shall be engaged to provide consulting services for the Principal with respect to the conduct of its business described above. Consultant shall perform such duties pertaining to the Principal's business as the Principal and Consultant shall from time to time mutually agree in connection with the Principals business. Primary responsibilities are in the area of finding and promoting bands and entertainers to J-Bird for possible opportunities. This agreement covers the cost connected with the travel and

incidental cost involved in his tasks.

3. Nature of Services. Consultant agrees to perform diligently and to the best of his talents, skills and expertise, all services which it is required to perform under this Agreement and to devote such productive time thereto as Consultant reasonably determines to be necessary and appropriate to fulfill Consultant's obligation hereunder. Consultant shall not delegate the performance of any such services to any other person, firm or corporation without the prior written consent of the Principal. Consultant shall have the right to engage in any other gainful activities and businesses in its sole and absolute discretion, provided that Consultant hereby agrees that it shall not engage in any activities or businesses which conflict or compete with the activities and business of the Principal. Consultant's services hereunder need not be performed at the Principal's offices. The Consultant agrees to provide seven (7) hours of consulting a week to the Principal and it's associates and agrees to physically come to the Principal's office once a month or as mutually agreed.

4. Compensation. The Principal shall pay to Consultant, and Consultant agrees to accept as payment in full for all services rendered by it to the Principal during the term hereof as compensation, 35,000 shares of J-Bird Music Group LTD common stock.

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5. Expenses and Taxes. The Consultant shall be solely responsible for all out-of-pocket expenses incurred by Consultant in the performance of its duties hereunder, except that the Consultant shall be reimbursed by the Principal for travel expenses incurred in fulfilling his duties as herein described. Additionally, the Consultant shall be responsible for its income tax liability consistent with his status as an independent contractor.

6. Confidential Relationship Created by Agreement. Consultant acknowledges and agrees that this agreement creates a relationship of confidence and trust on the part of Consultant for the benefit of the Principal. During the term of this Agreement, Consultant may be responsible, in whole or in part, for the creation of, or may acquire certain "Confidential Information" (as herein-after defined) from or regarding the Principal's employees, agents, and representatives or documents, or otherwise as a result of performing the services of Consultant hereunder. Consultant acknowledges and agrees that the Principal would not have entered into this Agreement unless the Principal were assured that all such confidential information would be held in confidence by Consultant, in trust for the sole benefit of the Principal, and according to the terms set forth in this paragraph 6.

During the term of this Agreement and at all times thereafter, Consultant shall keep all of the Confidential Information in confidence and shall not disclose any of the same to any other person, except the Principal's personnel entitled thereto and other persons designated in writing by the Principal.

Consultant shall not cause, suffer or permit the Confidential Information to be sued for the gain or benefit of any party outside of the Principal or for Consultant's personal gain or benefit outside the scope of Consultant's engagement by the Principal.

The term "Confidential Information", as used herein, means all information or material not generally known by the general public which (a) gives the Principal some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Principal; (b) which is owned by the Principal or in which the Principal has an interest and (c) which is either (i) marked "Confidential Information", "Proprietary Information" or other similar marking, (ii) known by the Consultant to be considered confidential or proprietary by the Principal or (iii) from all the relevant circumstances should reasonably be assumed by Consultant to be confidential and proprietary to the Principal. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, research or development and test results, marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employees files. Confidential Information also includes any information described above which the Principal obtains from another third party and which the Principal treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Principal. NOTWITHSTANDING THE ABOVE, HOWEVER, NO INFORMATION CONSTITUTES CONFIDENTIAL INFORMATION IF IT IS GENERIC INFORMATION OR GENERAL KNOWLEDGE

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WHICH THE CONSULTANT WOULD HAVE LEARNED IN THE COURSE OF PERFORMING SIMILAR CONSULTING SERVICES ELSEWHERE IN THE TRADE OR IF IT IS OTHERWISE PUBLICLY KNOWN AND IN THE PUBLIC DOMAIN.

Consultant agrees not to make any written use of or reference to the Principal's name for any marketing, public relations, display or other business purpose or make any use of the Principal's facilities for any activity unrelated to the express business purposes and interests of the Principal under this Agreement, without the prior consent of the Principal, which consent may be withheld or granted in the Principal's sole and absolute discretion.

Consultant acknowledges and agrees that the remedy at law for the breach of any provision of this Paragraph 6 may be inadequate and that the Principal shall be entitled to injunctive relief without bond, in addition to any other rights or remedies which the Principal may have for such breach.

Consultant agrees that the obligations, covenants and agreements of the Consultant and the rights of the Principal as set forth in this paragraph 6 shall survive any termination expiration of this Agreement.

7. No Conflicting Agreements. Consultant warrants and represents that there are no agreements to which it is a party which would prevent its timely and complete performance of the terms and conditions of this Agreement, and Consultant agrees not to enter into any such agreement during the term of this Agreement.

8. Indemnification. Each party, (Indemnifying Party) agrees to indemnify and hold harmless the other party (Indemnified Party) and each of the Indemnified Party's directors, officers, agents, employees, and controlling persons against any losses, claims, damages, or liabilities related to or arising out of any actions or omissions committed by the Indemnifying Party hereunder (including any violations of applicable federal and state securities laws). The provisions of this sections shall survive any termination of this Agreement and shall be binding upon any successors or assigns of the Principal.

9. Notice. All notices or demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal delivery upon such other party or by leaving a copy of said notice or demand, addressed to such other party at the address set forth below, whereupon service shall be deemed completed, or by mailing a copy thereof by certified or registered mail, postage prepaid with the return receipt requested, to the appropriate address set forth below.

If to the Consultant:

Keith Garde.
560 Harrison Avenue
Boston, MA 02118

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If to the Principal:

J-Bird Music Group LTD
396 Danbury Road
2nd Floor
Wilton, CT 06897

In the case of service by mail, it shall be deemed complete at the expiration of the third day after the date of mailing. The address to which notices and demands shall be delivered or sent may be changed from time to time by notice served as herein above provided.

10. Attorneys' Fees. In the event of any action or proceeding between the parties hereto to enforce any provision or right hereunder, the unsuccessful party to such action or proceeding agrees to pay the successful party all costs and expenses, including but not limited to, actual attorneys' fees incurred therein by; such successful party, which costs, expenses and attorneys' fees shall be included in and as a part of any judgment or award rendered in such action or proceeding.

11. Relationship and Authority. The relationship between the Principal and Consultant intended to be created by this Agreement is that of independent contractor and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between the parties hereto. Consultant agrees that it shall neither act nor make any representation that is authorized to act as an agent or officer of the Principal.

12. Assignment. The services to be rendered and the duties to be performed by Consultant hereunder are of a unique and personal nature. Nothing contained in this Agreement shall be construed to permit assignment by Consultant of any right or obligation under this Agreement and any such assignment is expressly prohibited.

13. Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

14. Entire Agreement. This Agreement is intended to constitute the final, entire, complete and exclusive agreement between the parties hereto pertaining to the subject matter hereof, and expressly supersedes all prior written and oral agreements and understandings between the parties hereto with respect to the subject matter hereof.

15. Engagement at Will. Any continuance of Consultant's engagement by Principal and Consultant after expiration of the term of this Agreement shall be deemed an engagement at will and shall be subject to termination with or without cause by either Principal or Consultant upon delivery of notice thereof to the other party. Any such continuance of engagement shall be upon the terms and conditions as set forth herein or as otherwise mutually agreed between the parties.

16. Waiver; Modification. No provisions of this Agreement may be amended or modified, or the termination or discharge thereof agreed to or acknowledged orally, but such may be accomplished only by an agreement in writing signed by the party against whom the enforcement of any such waiver, amendment, modification, termination or discharge is sought.

17. Severability. The provisions of this Agreement are severable, and in the event that any provision is declared invalid, this Agreement shall be interpreted as if such invalid provision were not contained herein.

18. Applicable Law. This Agreement shall constitute a contract under the laws of the State of Connecticut and shall be governed and construed in accordance with the laws of said state.

19. Execution of Documents. The Principal and Consultant shall, whenever and as often as reasonably requested to do so by any other party, execute, acknowledge and deliver or cause to be executed, acknowledged or delivered, any and all agreements and instruments as may be necessary, expedient or proper in the opinion of the requesting party to carry out the intent and purposes of this Agreement.

20. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all together shall constitute one and the same agreement.

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INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the day and year first set forth above.

"CONSULTANT"

S/Keith Garde
Keith Garde

"PRINCIPAL"

/S/HOPE D. TROWBRIDGE
Hope D. Trowbridge
J-Bird Music Group LTD

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EXTENSION AGREEMENT
WITH
JAMES R. HODGDON

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EXTENSION AGREEMENT

It is hereby agreed that the Consulting Agreement dated January 15th, 2001 between us is hereby extended from June 1, 2001 to August 30, 2001. In payment of the services performed or to be performed during the aforesaid extension period, it is further agreed that J-Bird Music Group, Ltd. will issue to James Hodgdon 70,000 shares of its common stock.

Signed:

J-Bird Music Group, Ltd.
By: /s/Hope D. Trowbridge

Hope D. Trowbridge
President

/s/James R. Hodgdon

James R. Hodgdon

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EXTENSION AGREEMENT
WITH
BRIAN J. MURPHY

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EXTENSION AGREEMENT

It is hereby agreed that the Consulting Agreement dated February 15, 2001 between us is hereby extended from June 1, 2001 to August 30, 2001. In payment of the services performed or to be performed during the aforesaid extension period, it is further agreed that J-Bird Music Group, Ltd. will issue to Brian Murphy 70,000 shares of its common stock.

Signed:

J-Bird Music Group, Ltd.
By: /s/Hope D. Trowbridge

Hope D. Trowbridge
President

/s/Brian J. Murphy

Brian J. Murphy

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OPINION OF
H. MELVILLE HICKS, JR., ESQ.

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H. MELVILLE HICKS, JR.
Attorney and Counselor at Law
551 Fifth Avenue, Suite 1625
New York, New York 10176
(212) 655-5944
Fax (212) 655-5943

August 3, 2001

J-Bird Music Group, Ltd.
396 Danbury Road
Wilton, CT 06897

Ladies and Gentlemen:

You have requested my opinion as counsel for the J-Bird Music Group, Ltd., a Pennsylvania corporation (the "Registrant"), in connection with the registration under the 1933 Act of 1933, as amended, and the Rules and Regulations promulgated thereunder, and the public offering by the selling shareholder (the "Selling Shareholders") named in the Registrant's Registration Statement on Form S-8, to be filed with the Securities and Exchange Commission on or about August 3, 2001 (the "Registration Statement"), of an aggregate of 320,006 shares of Common Stock of the Registrant, \$.001 par value per share, currently issued and outstanding in the name of the Selling Shareholders (the "Shares").

I have examined the Registration Statement in the form to be filed with the Securities and Exchange Commission, the Certificate of Incorporation of the Registrant as certified by the Secretary of State of the State of Pennsylvania, the Bylaws and the minute books of the Registrant as a basis for the opinion hereafter expressed.

In addition to the above, I have also examined such other documents and records and have made such further investigations as I have deemed necessary for

the purpose of rendering the opinion set forth in this letter. In making such examination, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals and the conformity of authentic originals of all documents submitted to me as certified or photostat copies. As to various questions of fact material to this opinion. I have relied upon statements of officers of the Registrant.

Based on the foregoing examination, it is my opinion, and I so advise, that the 320,000 Shares currently are, and upon sale in the manner described in the Registration Statement will be, legally issued, fully paid and nonassessable.

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This opinion is furnished solely for use in connection with the issuance of the Shares pursuant to the Registration Statement.

I consent to the filing of this opinion as an Exhibit to the Registration Statement.

Very truly yours,
/s/ H. Melville Hicks, Jr.

H. Melville Hicks, Jr.

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CONSENT OF CARACANSI RAMEY & ASSOCIATES, LLC.

Certified Public Accountants

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CONSENT OF INDEPENDENT AUDITORS

CARACANSI RAMEY & ASSOCIATES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

We consent to the incorporation by reference in this Registration Statement of J-Bird Music Group, Ltd Corporation on Form S-8 of our report dated March 19, 2001 appearing in the incorporated by reference Annual Report on Form 10-KSB of The J-Bird Music Group, Ltd for the year ended December 31, 2000.

/s/ Caracansi Ramey & Associates, LLC

Caracansi Ramey & Associates, LLC
Certified Public Accountants

August 3, 2001
77 North Street
Danbury, Connecticut 06180 Tel: 203-794-9187
Fax: 203-790-1566

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CONSENT OF H. MELVILLE HICKS, JR., ESQ.
COUNSEL FOR THE COMPANY
(set forth in the opinion of counsel included as Exhibit 5.4)