

311618



AGREEMENT made this 26th day of November
One thousand nine hundred and eighty-five between ASSOCIACAO DE MUSICOS,
ARRANJADORES E REGENTES
(hereinafter designated as "AMAR"), of AVENIDA RIO BRANCO, 257/GR. 407 - CENTRO
CEP 20040 - RIO DE JANEIRO - RJ and AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS (hereinafter designated as "ASCAP"), of One Lincoln
Plaza, New York, New York 10023, United States of America, as follows:

MANDATE AND TERRITORY

I

AMAR hereby grants to ASCAP the non-exclusive right to license
in the United States of America (including the Virgin Islands) and Puerto
Rico, the non-dramatic public performance of certain musical works the
performing rights of which are now or may during the term hereof be vested
in or controlled by AMAR for said territory to the extent that the
right of public performance in such works is or may during the term hereof be
or become vested in or assigned to AMAR by its members, pursuant to its
Articles of Association and Rules. The works included in this grant shall
be those assigned to publisher-members of ASCAP for sub-publishing in the
United States of America. Such works shall be excluded from any grant of
performing rights in the AMAR repertoire to any other performing rights
licensing organization in the United States of America and Puerto Rico.

There shall also be excluded from said grant the right to
license the public performance of works in the AMAR repertoire in motion
picture theatres by means of sound films exhibited in such theatres.



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II

The term "public performance" wherever used in this agreement, shall be construed to mean vocal, instrumental and/or musical performances and representations in any manner or by any method whatever, including performance by radio broadcasting stations, telephony and/or "wired wireless", and/or reproductions of non-dramatic performances by means of devices for reproducing sound recorded in synchronization or timed relation with motion pictures; provided, however, that in the case of dramatico-musical works, musical plays, operas, operettas, musical comedies and works of a similar character, such performances shall be limited to the separate numbers, fragments or arrangements, melodies or selections forming a part or parts thereof, and shall not include the right of public performance of such works in their entirety or of any part thereof as stage plays or as a part of stage plays, all of which rights including all other rights not in this agreement expressly enumerated, are reserved and retained to their members by/and by the respective composers, authors and publishers of such musical works.

Television rights shall be deemed included in the grant under Clause I hereof, but only to the extent that AMAR has obtained or may hereafter obtain such rights from its members.

III

ASCAP agrees to require of and collect from its licensees, for the public performance of the musical works referred to in Clause I hereof, payment upon the same basis and in the same manner as it does for its own members, and will account for and pay over to AMAR such monies in respect of the public performance of such musical works as hereinafter provided.

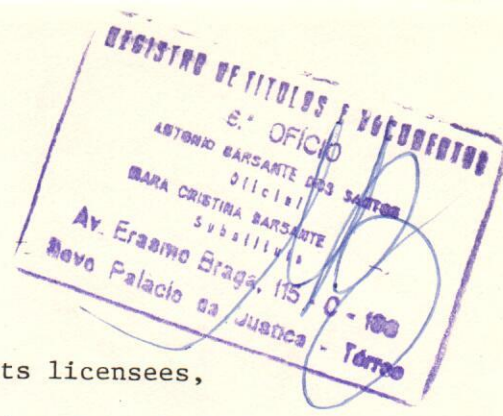
DISTRIBUTION OF FEES

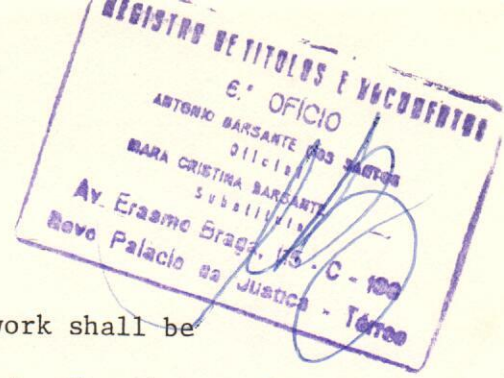
IV

ASCAP shall render accountings and make payment to AMAR for each calendar year, or part thereof, during the term hereof on or before each September 30 succeeding the close thereof.

V

A. The net sum allocable by ASCAP in respect of performances of the musical works in the AMAR repertoire/in the fields other than the symphonic and concert field (as defined in paragraph "B" of this Clause V) shall be ascertained in accordance with the present scale of points used by ASCAP in allocating performance credits to its publisher members, as set forth in the attached "Schedule of Distribution Rules of ASCAP (pursuant to ASCAP/AMAR agreement)", or any modification thereof which may be made from time to time, and the amount due to AMAR from ASCAP for each accounting period shall bear exactly the same proportion to ASCAP's net distributable revenue as the total credits on the said point scale for performances of works in the AMAR repertoire/bear to the total credits on the said point scale for performances of all works in the repertoires of ASCAP and affiliated societies, and the amount so due to AMAR shall be



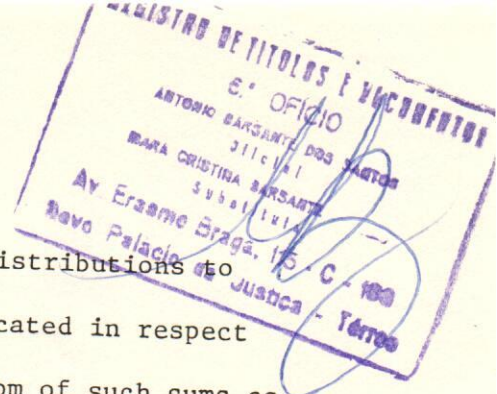


divided and paid in the following manner:

1. One-half of the sum in respect of each work shall be the share of the writers (composers and authors) thereof. The shares of such writers as are members of AMAR shall be paid by ASCAP to AMAR. It is understood and agreed that no arranger-share shall be provided for arrangements of copyright works.

2. The remaining half of the sum in respect of each work shall be the share of the ASCAP publisher who owns the copyright for, or has an interest in the performing rights for, the territory defined in Clause I hereof unless ASCAP has notice of any agreement between the AMAR and ASCAP publishers concerned providing for the apportionment of such publisher-share, in which event ASCAP shall pay the ASCAP publisher his part of the publisher-share, and shall pay to AMAR the AMAR publisher's part thereof, in accordance with any such agreement between such publishers. In the case of AMAR publishers who have not assigned such copyright or granted any such interest in the performing rights to an ASCAP publisher, the full publisher-share shall be paid to AMAR unless ASCAP has notice of any agreement between such respective publishers providing for the apportionment of such publisher-share, in which event ASCAP shall pay the ASCAP publisher his part of the publisher-share, and shall pay to AMAR the AMAR publisher's part thereof, in accordance with any such agreement between such publishers.

3. The payments by ASCAP under Paragraph "A" of this Clause V shall be accompanied by detailed distribution statements enabling AMAR to allocate to each member interested the share of the fees due to him, including a list of the works performed according to the returns received



from ASCAP licensees surveyed by ASCAP in determining distributions to its own members, showing the amounts and the share allocated in respect of each work, and shall be subject to deduction therefrom of such sums as may be assessed against them on account of taxes payable to the Federal, State or Municipal Government.

B. The net sum allocable by ASCAP in respect of performances of the musical works in the AMAR repertoire in the symphonic and concert field (that is in auditoriums in which performances by symphony orchestras, concerts and recitals are given, but excluding radio broadcasting studios and stations) shall be ascertained, and shall be divided and paid in the following manner:

1. ASCAP agrees to prepare from the program data furnished by its licensees in the symphonic and concert field, as defined above, a summary of all performances of works in the repertoires of ASCAP and affiliated societies appearing on such programs for the purpose of apportioning payments to AMAR as set forth in sub-paragraph "2" of this Paragraph "B". ASCAP also agrees to furnish to AMAR a yearly summary which will show the works identifiable in such programs as works in the AMAR repertoire and the amounts and the share allocated in respect of each work.

2. From the total number of performances of works in the ASCAP repertoire and affiliated societies rendered by licensees in said symphonic and concert field, as shown in the summary prepared pursuant to sub-paragraph "1" of this paragraph "B", there shall be computed the proportion thereof contributed by the AMAR repertoire, and the amount due to AMAR from ASCAP each year shall bear exactly the same proportion to the total amount covered hereby

collected from ASCAP's licensees in this field for the same year as the number of such performance credits of works in the AMAR repertoire/bears covered hereby to the total number of such performance credits of all works in the repertoires of ASCAP and affiliated societies.

3. Within twelve (12) months of the close of each year during the term of this agreement, ASCAP shall furnish to AMAR the statements provided for in sub-paragraphs "1" and "2" of this paragraph "B" accompanied by remittance of such amount as shall be shown as due to AMAR after deducting only such amount as may be assessed on account of taxes payable to the Federal, State and Municipal Government.

VI

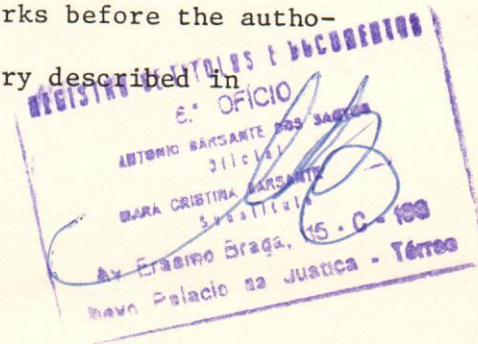
If ASCAP gives its own publisher-members credit for performances of their editions of works written or composed by members of AMAR, but which, though protected in the country of such writer-member, are in the public domain in such publisher's country, then AMAR shall be given a credit for such work equal to that given to such publisher.

RIGHT TO REMOVE WORKS

VII

AMAR grants to ASCAP the rights and licenses set forth in Clause I hereof, subject always, however, to any right of the author, composer and publisher of any musical work to remove any musical work from the AMAR repertoire and/or to revoke, modify or limit any performing right which they may have granted to AMAR for the following purposes only:

(a) To prevent the performance of musical works before the authorized publication (edition) of the works in the territory described in Clause I hereof, as the case may be;



(b) To prevent the performance by radio broadcasting or television of the separate numbers, fragments or arrangements, melodies or selections forming a part or parts of dramatico-musical works, musical plays, operas, operettas, musical comedies and works of a similar character, prior to the first authorized public presentation of such dramatico-musical works, musical plays, operas, operettas, musical comedies and works of a similar character and for a reasonable period thereafter during the run-of-the-play in the largest city in such territory.

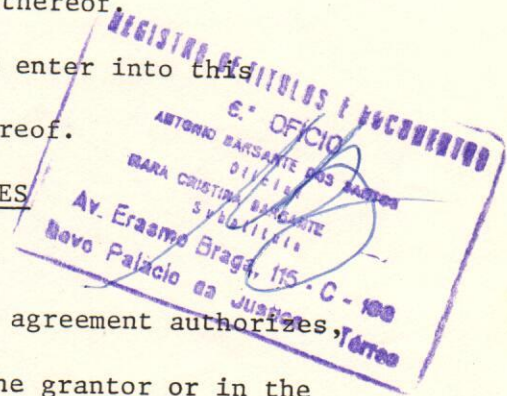
In the event of any such removal, revocation, modification or limitation, AMAR shall give to ASCAP immediate written notice thereof.

AMAR represents that it is authorized to enter into this contract and to grant the rights defined in Clause I hereof.

POWERS OF ATTORNEY - FURTHER ASSURANCES

VIII

AMAR irrevocably during the term of this agreement authorizes, empowers and vests in ASCAP the right, in the name of the grantor or in the name of the grantee, or in the name of the owner of the copyright or copyrights of any musical work coming within the purview of this agreement to institute and prosecute actions to retain and recover damages for the infringement or violation of the rights granted to the grantee under this agreement, and to release, compromise or refer to arbitration, in the grantee's discretion, any and all actions in the same manner and to the same extent and to all intents and purposes as the grantor and/or the owners of the copyright of such musical work might or could do. And AMAR hereby makes, constitutes and appoints ASCAP its true and lawful attorney irrevocably during the term of this agreement, in the name of the grantor or



in the name of the grantee, or in the name of the owner of the copyright or copyrights of any musical work, to do all acts, take all proceedings and execute, acknowledge and deliver any and all instruments and documents that may be necessary, proper or expedient, and recover damages, under the copyright of such musical works or otherwise, for the infringement or other violation of the rights hereby granted in such works, and to release, compromise and refer to arbitration any such proceedings or actions or to make any other dispositions of differences in relation to the premises.

IX

AMAR shall supply ASCAP as far as possible with any particulars relating to the musical works in its repertoire which may be necessary.

X

AMAR agrees, during the term hereof, to execute, acknowledge and deliver to ASCAP such assurances, powers of attorney or other authorities or instruments as may be deemed necessary or expedient by ASCAP to enable it to exercise and enforce in its own name, or otherwise, all the rights, remedies and privileges granted to it under this agreement.

MISCELLANEOUS

XI

AMAR shall have the right to appoint in writing a representative to take up in its behalf and examine into, during customary business hours, any matter arising in respect of the relations covered by this agreement.

XII

In the event that ASCAP shall change the Distribution Rules used by it in ascertaining the net sum allocable by it in respect of the musical works in the repertoire/covered hereby of AMAR (as set forth in the respect

REGISTRO DE TITULOS E DOCUMENTOS
OFICIO
ANTONIO BARRAZA DOS SANTOS
Cristina Barraza
Ay. Erasmo Braga, 125 - C - 100
Nuevo Palacio de Justicia - Torre

attached "Schedule of Distribution Rules" referred to in Clause V of this agreement), then ASCAP shall promptly notify AMAR of the nature of such change in Distribution Rules and shall send to AMAR a schedule of the new system of distribution.

In determining the proportion of credits in the symphonic and concert field to be allocated to writer and publisher-members of AMAR the provisions of sub-paragraphs 1 and 2 of paragraph A of Clause V shall apply, it being understood and agreed, however, that in respect of any works in the AMAR repertoire, the writer-share shall include the share of writers who are not members of any performing right society as well as the share of AMAR writers.

AGREEMENT IS NOT ASSIGNABLE

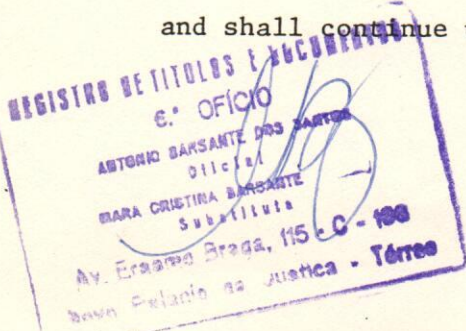
XIII

This agreement is declared to be personal with respect to each of the parties hereto, and neither party shall assign the same or any rights therein granted or arising therefrom without the written consent of the other party first had and obtained, except insofar as ASCAP shall have the right to issue licenses for the giving of public performances of the musical works contained in the AMAR repertoire, nor shall this agreement be deemed to be assignable by operation of law, devolution or legal proceedings.

TERM OF AGREEMENT

XIV

This agreement shall be effective as of *January 1, 1981*
and shall continue until *December 31, 1985.*



It is agreed that this document contains the full and entire understanding and agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective duly authorized representatives and their respective seals hereunto affixed the day and year first above written.

ASSOCIACAO DE MUSICOS, ARRANJADORES
E REGENTES

By

[Handwritten signature]

Witness

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By

[Handwritten signature]
President

Witness

Av. Ezequiel Braga, 115 Sala 103-C Tel. 231-1064

REGISTRO DE TÍTULOS E DOCUMENTOS
6.º OFÍCIO

APRESENTADO hoje para registro e apontado
sob o nº de ordem 311618 do Livro
Protocolo nº

MICROFILMADO ficando cópia arquivada em
microfilme neste Cartório sob nº de ordem
acima.

REGISTRADO sob o nº de ordem 6744
do Livro

O QUE CERTIFICO

Rio de Janeiro, 18 de OP de 96

ANTONIO BARSANTE DOS SANTOS

[Handwritten signature]
O Oficial

MARA CRISTINA BARSANTE

Substituta