

AGREEMENT between BROADCAST MUSIC, INC., a New York corporation, whose address is 320 West 57th Street, New York, New York, 10019 (herein called "BMI") and ASSOCIACAO DE MUSICOS ARRANJADORES E REGENTES (AMAR) whose address is: Praia de Botafogo 462/Casa 1, CEP 22250 Rio de Janeiro, RJ, Brazil (herein called "SOCIETY").

W I T N E S S E T H :

1. For the purposes of this agreement:

(a) The word "term" shall mean the period commencing as of January 1, 1989 and ending December 31, 1990, and continuing thereafter from year to year unless cancelled by either party at the end of such initial year or any subsequent year upon notice by registered, certified or other equivalent mail not less than six months before the end of any such year.

(b) The words "BMI territory" shall mean the United States of America, its territories, possessions and trusteeships and Puerto Rico.

(c) The words "SOCIETY WORKS" shall mean all musical compositions, including individual compositions embodied within dramatico-musical works, which are or during the term shall be in the repertory of SOCIETY and in which publication rights for the United States have been or during the term shall be granted to a publisher who is an affiliate of BMI.

Bees

2. (a) SOCIETY hereby grants to BMI for the term and for the BMI territory, all rights which SOCIETY owns or acquires to broadcast and otherwise publicly perform the SOCIETY WORKS by any means whatsoever, whether now known or hereafter developed, and to grant licenses to do so; but this shall not include dramatic rights, the right to perform dramatico-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to use the music licensed hereunder in any other context which may constitute an exercise of the "grand rights" therein.

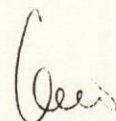
(b) It is the intention of the parties that BMI and its licensees shall enjoy all rights in the SOCIETY WORKS incidental to the normal grant of performing rights which are enjoyed by BMI's licensees in musical compositions in the BMI territory, including (i) the non-exclusive right to record, and to license others to record, any part or all of any of the SOCIETY WORKS on electrical transcriptions, wire, tape, film or otherwise, but only for the purpose of performing such WORK publicly by means of radio and television or for archive or audition purposes and not for sale to the public nor for synchronization with motion pictures intended primarily for theatrical exhibition nor for synchronization with programs distributed by means of syndication to broadcasting stations, and (ii) the non-exclusive right to adapt or arrange any part or all of any of the SOCIETY WORKS for performance purposes, and to license others to do so.

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(c) In each instance where a contract is executed by a member of SOCIETY during the term hereof for the publication in the BMI territory by any publisher affiliated with BMI of any musical composition in the repertory of SOCIETY, the grant contained in this paragraph 2 shall automatically be applicable to such musical composition.

(d) In each instance when a contract by a member of SOCIETY for the publication in the BMI territory by a publisher affiliated with BMI of a SOCIETY WORK shall expire, the grant contained in this paragraph 2 with respect to the SOCIETY WORK shall continue in effect until such time as a contract shall have been executed by the member of SOCIETY for the publication in the BMI territory of the SOCIETY WORK by a publisher who shall be a member of a United States performing rights licensing organization other than BMI and SOCIETY shall have given BMI written notice thereof at least thirty (30) days prior to the effective date of such contract.

3. (a) BMI agrees to pay to SOCIETY for performances of SOCIETY's WORKS in BMI's territory at such performance rates as BMI shall generally be paying to its own authors/composers and publishers of compositions whose performing rights it licenses. The number of such performances shall be determined by BMI in accordance with its then current method of computing such performances.



(b) BMI shall transmit payments and accountings hereunder at such times as payments are made to its own affiliates, but in no event at less than annual intervals within nine months after the close of each year of the term hereof. All payments by BMI shall be made in United States dollars, at SOCIETY's office as indicated herein.

(c) BMI shall have the right to apportion for the account of its affiliated publisher that share of the normal publisher performance royalties payable with respect to a SOCIETY WORK as such publisher is entitled to pursuant to the terms of the contract granting such publication rights, and to deduct that amount from the publisher royalties payable to SOCIETY. An additional amount up to a maximum of 25% of the normal author/composer performance royalties (i.e., 12.50% of the total) may be allocated by BMI for the account of a lyric writer, translator and/or adaptor and deducted from the author/composer royalties payable to SOCIETY with respect to performances of such lyric, translated and/or adapted version only.

4. Notwithstanding the expiration of the term, BMI shall continue to control performing rights in the BMI territory in, and shall continue to account and pay for performances in the BMI territory of, the SOCIETY WORKS for the period that such works remain in the repertory of SOCIETY, but in no event for longer than whichever is the shorter of (a) the period of the publication

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contract between the member of SOCIETY and the publisher affiliated with BMI, including any extensions or renewals thereof or (b) the period of United States copyright protection of such WORKS.

5. SOCIETY represents and warrants that it has full right and power to enter into this agreement and to make the grants herein contained; and that the rights herein granted are free of all encumbrances and claims.

6. SOCIETY agrees to defend, indemnify and save and hold BMI and its licensees free and harmless from any and all loss and damage (including reasonable attorneys' fees) resulting from any claims or actions arising out of the grants made hereunder by SOCIETY to BMI, or arising out of the performance of any one or more of SOCIETY WORKS in the BMI territory; provided, however, that the obligations of SOCIETY referred to in this paragraph shall not apply to any matter added to, or changes made in, any WORK by any of BMI's affiliates or its licensees.

7. (a) Each of the parties agrees to cooperate generally in the best interest of their mutual relationship and to respond promptly to inquiries of the other party.

(b) SOCIETY will notify BMI of each publishing or sub-publishing contract between a member of SOCIETY and an affiliate of BMI of which SOCIETY receives written advice. SOCIETY will use its best efforts to transmit to BMI all



information necessary for the proper and equitable logging of performances and the proper and equitable distribution of royalties hereunder, including information as to titles, publisher and author/composers of the WORKS embraced hereby.

(c) Each of the parties shall have the right to designate in writing a representative who shall, during normal business hours, have reasonable access to the books and records of the other insofar as said books and records relate to the subject matter of this agreement. The choice of such representative shall be subject to the approval of the other party, which shall not be unreasonably withheld.

8. The making of all payments hereunder by BMI to SOCIETY shall be subject to all applicable laws, rules, regulations and orders of the United States government and its departments, bureaus or sub-divisions and states, including without limitation, deductions or withholding for tax purposes.

9. BMI shall be entitled to make such deductions from the royalties payable under this agreement to SOCIETY as shall be in accordance with its normal operating procedures; provided, however, that identical deductions are made by BMI with respect to its own affiliates.

10. Subject to the deductions described in paragraphs 3 (c), 8 and 9, the royalties payable by BMI to SOCIETY with respect

to SOCIETY's WORKS shall represent full payment as indicated on each accounting rendered hereunder for all of the authors/composers and publishers who are members of SOCIETY.

11. Payments made by BMI to SOCIETY shall each be accompanied by an accounting showing the period of time covered by the accounting and the following information:

- (a) Original title of each WORK or each show covered,
- (b) Identify of all authors/composers and publishers for whom payment is being made, and
- (c) Percentage of author/composer and publisher shares being transmitted.

12. SOCIETY makes, constitutes and appoints BMI, or its nominee, SOCIETY's true and lawful attorney, irrevocably during the term hereof, in the name of BMI or that of its nominee, or in SOCIETY's name or in the name of the owner of the copyright or the author/composer of any WORK embraced hereby, or otherwise, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process or pleadings that may be necessary, proper or expedient to restrain infringement of the rights granted by SOCIETY hereunder and/or to enforce and protect said rights, and to recover damages in respect to or for the infringement or other violation of said rights, and in BMI's sole judgement to join SOCIETY and/or others in whose

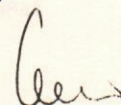


names the copyright to said WORKS may stand, and to discontinue, compromise or refer to arbitration, any such actions or proceedings or to make any other disposition of the disputes in relation to said WORKS; provided that any action or proceeding commenced by BMI pursuant to the provisions of this paragraph 12 shall be at its sole expense and for its sole benefit. SOCIETY agrees to promptly furnish BMI with all documents which may be necessary to enforce said rights and to cooperate generally with BMI with respect thereto.

13. This agreement constitutes the entire understanding between SOCIETY and BMI with respect to the subject matter hereof and cancels and supersedes as of the effective date hereof any and all prior agreements, understandings and arrangements between the parties. No waiver of, addition to or modification of this agreement shall be valid unless in writing and signed by SOCIETY and BMI.

14. Each of the parties agrees that it shall not, without the written consent of the other, assign this agreement or any of its rights hereunder. No rights of any kind against the other will be acquired by the assignee if any purported assignment is made by said party without such written consent.

15. The competent Court in case of any dispute relating to or arising out of this agreement shall be that of the place where the defendant has its principal place of business.



16. In the event any part or parts of this agreement are found to be void by a Court of competent jurisdiction, the remaining part or parts shall nevertheless be binding with the same force and effect as if the void part or parts were deleted from this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their respective authorized officers on this 15th day of February 1990.

BROADCAST MUSIC, INC.

By [Signature]
Title Vice President

ASSOCIACAO DE MUSICOS
ARRANJADORES E REGENTES

By [Signature]
Title PRESIDENT

102 OFICIO Procurador a Firma
de papéis firmes

Luis Vitoriano Vieira Teixeira
Tahallão

Av. Presidente Vargas, 405
22º Andar

Estado do Rio de Janeiro

Rio de Janeiro

TABELA VIII T.º 4

[Signature]
LORALDO XAVIER LACERDA
Escrivente Autorizado
Mat. IPERJ 08/0800

16 de fevereiro de 1990
da verdade