

AGREEMENT between ASSOCIACAO DE MUSICOS, ARRANJADORES E REGENTES, whose address is Avenida Rio Branco 257/Gr. 407, Centro CEP 20040, Rio de Janeiro, Brasil (hereinafter called "AMAR") and DE VERENIGING BUMA whose address is Prof. E.M. Meijerslaan 3, 1183 AV Amstelveen, The Netherlands (hereinafter called "BUMA").

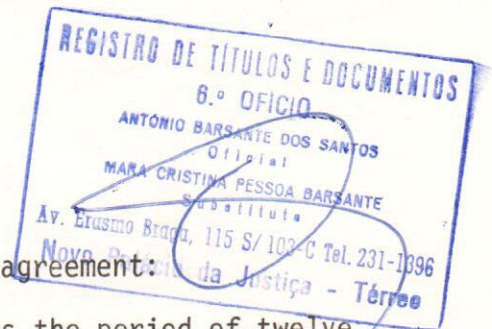
WITNESSETH

1. For the purpose of this agreement:

(a) the word "Term" means the period of twelve (12) consecutive months, commencing as of January 1st, 1987 and ending on December 31st, 1987. From the latter date, the present contract shall be tacitly prolonged from year to year, unless it be denounced in a registered letter, six months at least before the fixed term or the expiration of each new period of one year.

(b) the phrase "public performance" means vocal, instrumental and/or musical performance and representation in any manner or by any method whatever, now or hereafter known, including performance by radio broadcasting stations, television broadcasting stations (subject to the limitation of clause 2 (b) (iii) hereof), telephony and/or "wired wireless", and/or reproduction of non-dramatic performances by means of devices for reproducing sound recorded in synchronization or timed relation with motion pictures.

(c) the word "Territory" means THE NETHERLANDS and possibly also in SURINAM, THE NETHERLANDS ANTILLES, THE REPUBLIC OF INDONESIA, and IRIAN BARAT.



*[Handwritten signature]*

(d) the phrase "AMAR repertory" means the musical works licensed by AMAR to BUMA under the provisions of clause 2 (a) hereof.

2. (a) AMAR hereby grants to BUMA for the Term, to the extent that AMAR owns or controls such rights during the Term, the exclusive right to license the non-dramatic public performance in the TERRITORY of any and all of the musical works in which said performance rights are now or may be during the Term owned or controlled by AMAR for the TERRITORY.

(b) With respect to the foregoing grant in clause 2(a) hereof, it is understood between the parties hereto as follows:

(i) Said grant includes the right to permit such arrangements and adaptations of the works in the AMAR repertory as are incidental to the performance thereof, it being understood that no basic changes will be made in any serious work.

(ii) In the case of dramatico-musical works, musical plays, operas, operettas, musical comedies and works of a similar nature, said grant is limited to the right to license the performance of the separate members, fragments, arrangements, melodies or selections forming a part or parts thereof, and does not include the right to license the public performance of such



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works in their entirety or of any part thereof as stage plays or as a part of stage plays.

(iii) Said grant includes the right to license public performance by television only to the extent that AMAR owns or controls such television rights during the Term.

(iv) No rights or mechanical reproduction are conveyed by said grant; provided, however, that said grant shall nevertheless be deemed to include the right to permit such ephemeral recordings as are customary and incidental to a grant of performance rights.

(c) Any and all rights not expressly granted to by this agreement are reserved to AMAR and the respective authors, composers and publishers of works in the AMAR repertory.



3. (a) BUMA agrees to administer the rights hereby granted to it in the same manner as it administers the performing rights of BUMA authors, composers and publishers, and to make payments to AMAR thereof on the same basis as it makes payments to such authors, composers and publishers.

(b) BUMA shall render accountings of the performances of the works in the AMAR repertory and make payments thereof to AMAR as frequently as it does to other performance rights licensing organization.

4. (a) Subject to the provisions of clause (b) of this paragraph 4, the net amounts payable by BUMA to AMAR on account of performances of works in the AMAR repertory shall be determined in accordance with the rules of BUMA then in effect. Attached hereto and made a part hereof is the present "Schedule of Distribution Rules of BUMA".

(b) In no event, however, shall BUMA apportion or pay to any of its publisher members or affiliates and to any persons who may have adapted a work for use in the TERRITORY (including, by way of illustration and not limitation, lyric writers, arrangers and/or translators), taken together, a maximum of more than 50% of the performance right royalties payable to AMAR with respect to such work.

REGISTRO DE TITULOS E DOCUMENTOS  
6º DEZEMBRO  
ANTONIO BARSANTE DOS SANTOS  
Oficial  
MARA CRISTINA BARSANTE  
Substituta  
Av. Erasmo Braga, 115 - F. 103 - C. Tel: 231-1396  
Novo Palácio da Justiça - Teresopolis

5. (a) AMAR agrees to furnish to BUMA as promptly as possible, the titles and the names of the authors, composers and publishers of the works in the AMAR repertory. AMAR does not represent that the information so furnished will be complete, and AMAR makes no representation as to the extent of its repertory.

(b) AMAR agrees to use its best efforts to transmit all information necessary for payments and accounting hereunder, but it is understood that BUMA shall account for works which it knows to be in AMAR's repertory, whether or not information with respect to such works has been furnished by AMAR. BUMA further agrees to make inquiries of AMAR with respect to any work which it has any reason to believe may be in the



AMAR repertory, and AMAR agrees to reply promptly to such inquiries.

(c) Each party hereto shall immediately notify the other upon learning that a publishing or subpublishing contract has been concluded by a member or affiliate of one party with a member or affiliate of the other.

6. AMAR represents and warrants that it has the right to make this agreement and, with respect to the works which it advises BUMA are in the AMAR repertory, that is has the right to transfer all the rights and licenses granted and purported to be granted hereby to BUMA and to receive royalty payments therefor, and that said rights and licenses are free from all liens, encumbrances and claims.

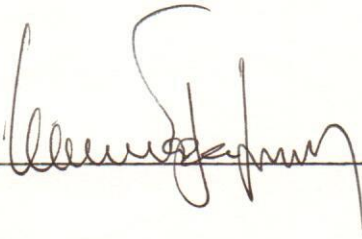


7. AMAR agrees, during the Term, to execute, acknowledge and deliver to BUMA such assurances, powers of attorney or other instruments as BUMA may reasonably request in order to exercise and enforce in its own name, or otherwise, all the rights, remedies and privileges granted to it by this agreement.

8. This agreement constitutes the entire understanding between BUMA and AMAR with respect to the subject matter hereof. No waiver of, addition to, or modification of this agreement shall be valid unless in writing and signed by BUMA and AMAR.

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IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their respective officers as of

By: 

ASSOCIACAO DE MUSICOS,  
ARRANJADORES E REGENTES

By: 

VERENIGING BUMA

REGISTRO DE TITULOS E DOCUMENTOS  
6.º OFÍCIO  
APRESENTADO hoje para registro e apontado  
sob o n.º de ordem 364731 do Livro  
Protocolo n.º 9  
MICROFILMADO ficando cópia arquivada em  
microfilme neste Cartório sob n.º de ordem  
acima.  
REGISTRADO sob o n.º de ordem 75854  
do Livro F-9  
Rio de Janeiro, 15 de 09 de 87  
ANTONIO BARBANTE DOS SANTOS  
O Oficial  
MIRA CRISTINA PEREIRA BARBANTE  
Substituto