

**CONTRACT OF UNILATERAL REPRESENTATION OF MECHANICAL RIGHTS**  
 =====

Between the undersigned

**AMAR.**, L'Associacao de Musicos, Arranjados e Regentes  
 whose registered office is at RIO DE JANEIRO, Avenida Rio Branco,  
 257/r. 407 Centro  
 Represented by his president Mr. Mauricio Tapajos  
on the one part

and

**ACUM LTD.**, Society of Authors, Composers an Music Publishers in  
 Israel, whose registered office is at 118-120 Rotschild  
 Boulevard, P.O.Box 14220 Tel-Aviv 61140, ISRAEL.  
 Represented by Ran KEDAR, Director General,  
on the other part;

(hereafter defined as the "Contracting Societies").

**IT IS AGREED AS FOLLOWS:**

Article 1

(I) Under the present contract **AMAR** entrusts to **ACUM** the management of the rights defined below, for the territories specified in Article 3.

(II) The object of the management of the rights referred to above is the recording and mechanical reproduction of the works of the repertoire of **AMAR** and the distribution in any form, or in any place of the recordings and reproductions thus produced, in the respective operating territory of **ACUM**.

(III) The repertoire of **AMAR** include dramatico-musical and musical works, with or without texts, for which the Mechanical Right Owners have entrusted or shall entrust the administration of these rights for the duration of the present contract.

(IV) The rights for the recording and mechanical reproduction referred to in the present contract apply to any method of recording and reproduction, excluding graphic reproduction.

Article 2

**AMAR** shall notify **ACUM** in writing of any limitations or reservations in the contents of its repertoire and in its administrative rights.

Article 3

The operating territory entrusted to **ACUM** by **AMAR** consits of the State of Israel.



Article 4

In any case when a total license is collected, ACUM will determine the share due to the works of the repertoire of AMAR following the same rules as for the works of its own repertoire.

Article 5

AMAR undertakes to provide ACUM regularly with the documentation necessary for the carrying out of the present contract.

Article 6

ACUM will effect the distribution of sums collected for the account of AMAR in the same manner as to its own members, and at least once yearly, in the form of a statement (lists of the works in alphabetical order of titles) following the documentation provided in the preceding Article 5. These sums are payable as soon as the distribution is complete and should be transferred without delay to the AMAR.

Article 7

(I) ACUM will apply the following retainer rates to the gross amount of the payments effected in the implementation of this contract:

Phono/Video	20%
Radio/TV	20%

(II) The retainer rates applied to sums collected from other operations will be fixed by common consent between the Contracting Societies.

Article 8

AMAR shall have the right to inspect all the operations of ACUM relating to the implementation of the present contract.

Article 9

The present contract is subject to all the provisions of the BIEM statutes and relevant decisions by the competent official bodies of BIEM.

Article 10

The allocation of sums collected in respect of works recorded and reproduced in the territoire of AMAR shall be made, in accordance with the distribution rules of ACUM, having regard, nevertheless, to the following :

In the case of a work, the parties interested in which are not all members of the same Society but whom none is a member of ACUM, the royalties shall be distributed in accordance with the international index cards.

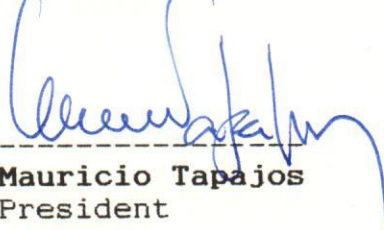


In the case of contradictory index cards or notifications ACUM may distribute the royalties in accordance with its Rules, except where different interested parties claim the same share, then such share may be put into suspense until agreement has been reached between the Societies concerned.

Article 11

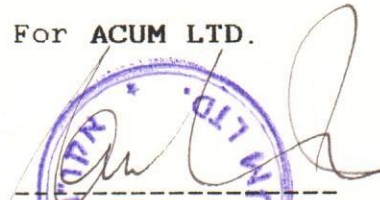
The present contract is entered into for the period from January 1, 1988 to December 31, 1988. It will be renewed by tacit agreement from year to year except for notice of termination by one of the Societies sent by registered letter 3 (three) months before the expiry date of the current period.

For AMAR LTD

  
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Mauricio Tapajos  
President

At Tel-Aviv

For ACUM LTD.

  
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Ran Kedar  
Director General

on April 20, 1988

REGISTRO DE TITULOS E DOCUMENTOS  
6.º OFICIO  
APRESENTADO hoje ao registro e apontado  
sob o n.º de ordem 10383716 do Livro  
Protocolo n.º 2084  
MICROFILMADO ficando cópia arquivada em  
microfilme neste Cartório sob n.º de ordem  
acima.  
REGISTRADO sob o n.º de ordem 2084  
do Livro 10383716  
Rio de Janeiro, 20 de Abril de 1988  
ANTONIO BARRANTE DAS SANTOS  
MESA ORDINARIA PESSOA FISCAL