AGREEMENT

AMAR, Associaçào de musicas, arranjadores e regentes, Av. Rio Branco 18/19th Floor, Centro, CEP 20090 000, Rio de Janeiro, RJ, Brazil, in its capacity of a society representing the rights in musical works belonging to Brazilian composers, authors and publishers (hereinafter referred to as „the Repertoire"),

1. hereby grants non-exclusive authorization to SUISA, Switzerland, who accepts such grant, to administer on AMAR's behalf in the below mentioned territory the reproduction rights which AMAR holds or may hold in the Repertoire for the term of the present agreement:

    SWITZERLAND, LIECHTENSTEIN

2. The administration of the aforementioned rights shall, with the exception of graphical reproduction, apply to all types of recording and reproduction (or any make of gramophone record, tape, sound film, videocassette, or any other device serving to reproduce music mechanically, whether such device be used in the present time, or may be invented for the same purpose, in the above mentioned territory) of musical works with or without words.

3. SUISA is authorized to:

    (a) grant the rights to reproduce in the aforementioned territory any of the works at present or in future administered by AMAR

    (b) collect and distribute the amounts agreed upon under the authorization thus granted

    (c) take all appropriate measures, including prohibition against recording and mechanical reproduction, in order to safeguard and protect the rights covered by this agreement.

4. The authorization granted to SUISA shall also include copies that are imported within the aforementioned territory when these imports have not been authorized under the terms and conditions applying to the aforementioned territory.

5. The authorization referred to in paragraph 3 (a) above will be issued by SUISA on the same terms and conditions as for its own repertoire.

6. AMAR undertakes to supply to SUISA all information that may be required for the performance of this agreement, all under due responsibility of AMAR.

7.(a) SUISA shall carry out all distributions and payment operations in connection with the amounts collected for the account of AMAR under this agreement not later than two months after its own repertoire.

(b) If, according to information provided by AMAR, AMAR receives from SUISA amounts which it is under obligation to repay in full or in part to a third party, AMAR shall indemnify SUISA against any such claim that may be advanced by such third party.

8.(a) AMAR undertakes to assist SUISA in respect of legal actions that SUISA may bring or support in respect of any musical work included in the Repertoire for which rights are granted herein and to supply all documents and evidence that may be required in proof of such right.

(b) SUISA will for that purpose have the authority at its cost to file suit and appear in court both as plaintiff and as defendant at any court of venue, to plead, to waive appeal, to negotiate, to enter into compromise, to compound, settle out of court, secure by substitution, enter into arbitration under all circumstances, engage all ministerial officials, choose all defending counsel, achieve all lower and higher court verdicts, obtain extracts thereof, have them served and executed by all lawful means, and in general to do and carry out whatever may serve the AMAR interests.

9. As sole remuneration for its own activities and those of any third party who might participate in the performance of this agreement, SUISA will, from the gross amount of the sums collected for the AMAR account, deduct a commission equal to the commission deducted on sums collected for other societies.

10. The present agreement shall commence as from 1st January 2005 and shall continue in force from 2 years to 2 years by automatic extension if it has not been determined by registered letter at least 6 months before the expiration of each period,
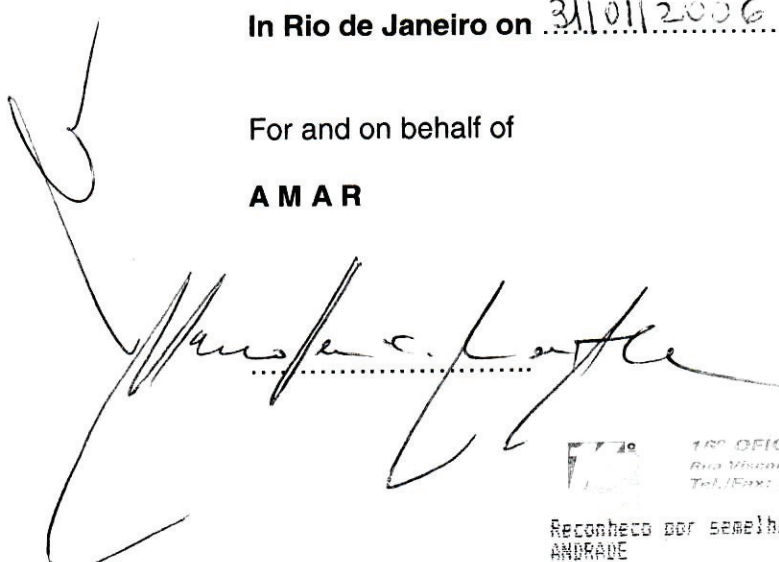
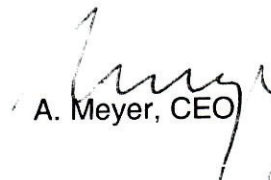**In Rio de Janeiro on** 31|01|2006   **In Zurich on** 21.2.06

For and on behalf of   For and on behalf of

A M A R   **S U I S A**

A. Meyer, CEO

CORREGEDORIA GERAL
DA JUSTIÇA - RJ
SELO DE FISCALIZAÇÃO
RECONHECIMENTO
DE FIRMA
0U0
IQF01375

1º OFICIO de NOTAS
Rua Visconde de Pirajá
Tel./Fax: (21) 2247.8

Reconheço por semelhança a firma de: MARCO VENICIO MOFORO DE ANDRADE
Cod: 01EC8762F027 (GISELLE)
Rio de Janeiro, 14 de Fevereiro de 2006.
Em testemunho da verdade.

Giselle Silva de Freitas - Autorizado

Serventia : 3.24
20% P.Judiciário: 0.64
Total : 3.88