

AGREEMENT made as of the 1st day of January, 2006 by and between the SOCIEDADE BRASILEIRA DE ADMINISTRAÇÃO E PROTEÇÃO DE DIREITOS INTELECTUAIS ("SOCINPRO"), with offices located at Av. Beira Mar, 406 Grupo 1205, Centro – Rio de Janeiro, RJ – CEP 20021-060, Brazil, and the AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ("ASCAP"), with offices at One Lincoln Plaza, New York, New York 10023, United States of America, as follows:

GRANT OF RIGHTS AND TERRITORY

I. SOCINPRO hereby grants and ASCAP accepts the non-exclusive right to license in the United States of America, including Puerto Rico, Guam and the U.S. Virgin Islands (the "Territory") the non-dramatic public performance of musical works, the performing rights of which are now or may during the term hereof be vested in or controlled by SOCINPRO for said Territory and to the extent that the right of public performance in such musical works is or may during the term hereof be or become vested in or assigned to SOCINPRO by its members pursuant to its Articles of Association and Rules, such works being hereinafter referred to as the "SOCINPRO Repertoire". There shall be excluded from said grant, however, those public performances of such musical works or such rights therein as (1) are at present licensed for said Territory to any third parties under existing contracts, a list of which is hereto attached as Schedule "A", or (2) may be licensed in the future for said Territory to any third parties. In the event of such licensing in the future, SOCINPRO shall give prompt written notice thereof to ASCAP.

II. The term "public performance" as used in this Agreement shall be construed to mean any vocal, instrumental and/or musical presentation, rendering or other performance of the musical works



in the SOCINPRO Repertoire, heard or otherwise received by members of the public, in any manner or by any method whatsoever, including such performance by "live" means, whether instrumental, vocal or both; by "mechanical" means such as analog, digital or phonographic record, compact disc, tape, wire or any other means or methods now known or hereafter developed; by diffusion or transmission such as via radio or television broadcasting, cable, closed circuit, microwave, satellite, telephone, wire and/or "wired wireless" or any other means or methods of delivery now known or hereafter developed; as well as presentations and reproductions of non-dramatic performances by means of devices for reproducing sound recorded in synchronization or timed relation with motion pictures or any other audio-visual media.

III. A. The grant to such musical works or such rights therein conveyed by this Agreement is limited to non-dramatic public performances and does not authorize any dramatic performances or grant any mechanical or synchronization rights. Such non-dramatic public performances may include, however, in the case of dramatico-musical works, musical plays, operas, operettas, musical comedies and works of a similar character, to the extent that such performances shall be limited to the separate musical works, fragments or arrangements, melodies or selections forming a part or parts thereof, and shall not include the right to perform publicly 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 expressly enumerated in this Agreement are reserved and retained by the respective composers, authors and publishers of



such musical works. The grant of rights conveyed by this Agreement shall in no circumstance be broader than the rights granted to SOCINPRO by its members.

B. Television rights shall be deemed included in the grant of rights conveyed by this Agreement, but only to the extent that SOCINPRO has obtained or may hereafter obtain such rights from its members.

COLLECTION AND PAYMENT

IV. ASCAP agrees to require of and collect from its licensees, for the public performance of the musical works referred to in Article I hereof, payment upon the same basis and in the same manner as it does for its own members, and shall account for and pay over to SOCINPRO such payment with respect to the public performance of such musical works in the SOCINPRO Repertoire and performed within the Territory as hereinafter provided.

DISTRIBUTION OF FEES

V. ASCAP shall render a financial accounting and make monetary payment (hereinafter referred to as "Distribution") to SOCINPRO, as set forth below, for each calendar year or part thereof during the term of this Agreement, at the same frequency as and not later than sixty (60) days following the date on which ASCAP makes its domestic royalty Distribution to ASCAP members, and in no event later than annually, within thirty (30) days following the anniversary date of this Agreement.



VI. The net sum allocable by ASCAP with respect to performances of the musical works in the SOCINPRO Repertoire shall be ascertained and distributed in accordance with the present practice of ASCAP, such that works in the SOCINPRO Repertoire shall be treated in the same manner as ASCAP treats works by its own members, and in accordance with the attached "Schedule of Distribution Rules of ASCAP" (pursuant to SOCINPRO-ASCAP Agreement) or any modification thereof which may be made from time to time, as provided in this Agreement, and shall be divided and paid in the following manner:

A. Not less than one-half of the sum with respect to each musical work shall be the share of the writers (composers and authors) thereof. The shares of such writers as are members of SOCINPRO shall be paid by ASCAP directly to SOCINPRO. It is understood and agreed that no arranger-share shall be provided for arrangements of copyrighted works.

B.(1) The remaining portion of the sum with respect to each musical work shall be the share of the ASCAP publisher who owns the copyright for or has an interest in the performing right for such musical work in the Territory as defined in Article I hereof, unless ASCAP has notice of any agreement between the SOCINPRO and ASCAP publisher concerned providing for the apportionment of such publisher-share, in which event ASCAP shall pay the ASCAP publisher its part of the publisher-share and shall pay to SOCINPRO the SOCINPRO publisher's part thereof, in accordance with any such agreement between such publishers.



(2) In the case of SOCINPRO 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 SOCINPRO, 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 its part of the publisher-share, and shall pay to SOCINPRO the SOCINPRO publisher's part thereof, in accordance with any such agreement between such publishers.

C. If ASCAP gives its own publisher member credit for the performance of any arrangement or edition of a work written or composed by a member of SOCINPRO, and such work though protected in the country of such writer member is in the public domain in such publisher's country, then SOCINPRO shall be given credit for such work equal to that credit given to such ASCAP publisher.

D. ASCAP may deduct from collections due SOCINPRO only the ordinary business expenses associated with its administration and operation, and only to the extent that these deductions are also taken from collections due ASCAP members.

E. After ASCAP makes royalty Distribution to its members, SOCINPRO and other affiliated societies, any amount retained for unidentified works, non-member shares of



works, public domain works or other works thought to be undistributable, not including amounts retained for conflicting claims or other bona fide legal disputes, shall be distributed and paid to SOCINPRO on the same basis as such sums are distributed and paid to ASCAP members.

VII. A. The payments by ASCAP to SOCINPRO under Article V above shall be accompanied by detailed Distribution statements enabling SOCINPRO to allocate to each member having an interest in the share of the payments due and received from ASCAP, including a list of the works performed (according to the returns received from ASCAP licensees or surveyed by ASCAP in determining Distribution to its own members) and showing the specific amounts, performance medium and fee share allocated with respect to each work, as described below.

B. Such detailed Distribution statements shall include all relevant data describing the performances of musical works in the SOCINPRO Repertoire and shall be delivered to SOCINPRO in a machine-readable form set forth in internationally acceptable media (i.e., magnetic tape, cartridge, diskette, computer-to-computer transmission, or other mutually agreeable medium).

C. For each work that ASCAP includes in the detailed Distribution statements, ASCAP shall provide the following:



- (1) the original title of the musical work and any alternative title by which the work is known;
- (2) the names and corresponding CAE numbers (or such other internationally accepted method of assigning unique numbers to names of members of collective administration societies as is in place at the time) of all those entitled to receive royalty payments, including but not limited to all SOCINPRO members;
- (3) the respective shares allocated to each of those entitled to receive royalty payments, including but not limited to all SOCINPRO members; and
- (4) the monetary amount due to each of those entitled to receive royalty payments.

D. The detailed Distribution statements to be furnished to SOCINPRO shall be in the following formats:

- (1)(a) For all performances of audio-visual works, including but not limited to cartoons, feature films, television films, television series (e.g., situation comedies and dramas), and other programs performed by broadcast or transmission via television, cable, microwave, satellite, wire or "wired wireless," or in cinemas, theatres, or any other audio-visual methods of delivery, the detailed Distribution statements shall be delivered to SOCINPRO in the standard CISAC "F" format (CT/78/45.537) or other mutually agreed format. ASCAP shall use the reserved area of such format ("Field



25 -- Spare Positions") to identify the specific source of the performance (e.g., the specific broadcast or cable television channel, satellite distributor or cinema category).

(b) ASCAP shall identify the original title and episode title, if applicable, of the audio-visual work (e.g., cartoon, film, television film, program or series) and the title and episode title, by which the audio-visual work is known in the Territory.

(2) For all performances of audio-only works, including radio, live events, background music, and any other audio only performances, the detailed Distribution statements shall be delivered to SOCINPRO in the standard CISAC "E3" format (CT/86/296) or other mutually agreed format. ASCAP shall use the reserved area of the format ("Field 22 -- Spare Positions for Inter-society Data") to identify the specific source of the performance (e.g., specific broadcast or cable radio station, concert, or restaurant category).

VIII. Upon any amendment to the "Schedule of Distribution Rules of ASCAP" or any change or modification to the crediting of payments for performances, ASCAP shall immediately notify SOCINPRO and deliver a copy of such amendment, change or modification to SOCINPRO at the address set forth above.



IX. The payments by ASCAP to SOCINPRO under Article V above also shall be accompanied by a detailed list of unidentified musical works, if any, for which payment would be made by ASCAP if additional information could be supplied to properly identify the works. Any unpaid royalty amounts, payments withheld, or monies otherwise undistributed, if any, which have been retained by ASCAP due to such unidentified musical works, shall be included on the detailed list of unidentified musical works to be reviewed by SOCINPRO as required hereunder. SOCINPRO shall supply ASCAP to the extent possible with any necessary data, documentation, particulars and other information relating to the musical works in the SOCINPRO Repertoire. Upon positive identification of any previously unidentified musical works, Distribution to SOCINPRO from such amounts set aside shall be made.

X. ASCAP specifically acknowledges and agrees that all Distribution and membership information, including writer (composer and author) and publisher share information, and all other data and documentation furnished by SOCINPRO to ASCAP shall remain SOCINPRO's property, and shall be regarded as completely and entirely confidential information, not to be disclosed to any third party or used for any purpose other than making appropriate Distributions to SOCINPRO pursuant to this Agreement.

XI. On an annual basis, and in conformity with the CISAC recommended format, ASCAP shall provide SOCINPRO with a copy of ASCAP's Annual Statements of Income and Expenditure; and ASCAP's Statement of Distributable Revenue; as well as the audited annual financial statements



of ASCAP, if any; and any other financial documentation distributed to or prepared for ASCAP members.

RIGHT TO REMOVE WORKS

XII. SOCINPRO grants to ASCAP the rights and licenses set forth in Article 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 SOCINPRO Repertoire and/or to revoke, modify or limit any performing right which they may have granted to SOCINPRO for the following purposes only:

A. To prevent the performance of any musical work before the authorized publication (edition) of the work in the Territory described in Article I above as the case may be; and

B. To prevent the performance by broadcast over radio, television, cable or satellite broadcasting or other any other means now known or hereafter developed, of any musical compositions, 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 in the SOCINPRO Repertoire, 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 or revocation of any musical work, or any modification, restriction or other limitation thereto, SOCINPRO shall give ASCAP immediate written notice thereof.

POWERS OF ATTORNEY - FURTHER ASSURANCES

XIII. During the term of this Agreement and in the Territory, SOCINPRO hereby irrevocably 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. SOCINPRO hereby makes, constitutes and appoints ASCAP its true and lawful attorney within the Territory, 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.



XIV. SOCINPRO represents that it is authorized to enter into this Agreement and to grant the rights defined in Article I hereof.

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

MISCELLANEOUS

XVI. SOCINPRO shall place at the disposal of ASCAP all documents, records and information enabling ASCAP to exercise effective and thorough control over SOCINPRO's interests, in particular as regards notification of musical works, collection and Distribution of fees.

XVII. A. SOCINPRO shall have the right to consult and review all of the records of ASCAP, and obtain information from ASCAP relating to the collection and Distribution of fees, to enable SOCINPRO to verify the proper administration of the SOCINPRO Repertoire by ASCAP. SOCINPRO may accredit a representative to ASCAP to carry out on SOCINPRO's behalf the checking provided for above.



B. SOCINPRO shall have the further right, upon reasonable prior notice, to audit the books and records of ASCAP only to such extent as may be necessary to verify any detailed statement or Distribution required by Agreement. SOCINPRO shall consider all data and information coming to its attention as the result of any such examination of books and records as confidential.

AGREEMENT IS NOT ASSIGNABLE

XVIII. 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 herein granted or arising herefrom without the written consent of the other party, except insofar as ASCAP shall have the right to issue licenses for the public performance of the musical works contained in the SOCINPRO Repertoire. Further, this Agreement shall not be deemed to be assignable by operation of law, devolution or legal proceedings.

TERM OF AGREEMENT

XIX. This Agreement shall be effective as of January 1, 2006 and shall continue until December 31, 2006, and thereafter, this Agreement, shall be renewed, subject to all the terms, conditions and provisions thereof for all purposes from calendar year to calendar year, or January 1 to December 31, by automatic extension, unless one of the parties gives notice to the other party by registered letter at least one month before the expiration of the applicable terms of its intent: (1) to




terminate as of December 31 of that calendar year, or (2) to modify or amend the existing agreements, in which case such agreements will remain in effect until new terms are agreed upon, or if following negotiations, the parties are unable to agree upon new terms, either party may give notice to the other party by registered letter that the agreements shall be deemed terminated as of the end of the calendar year in which such notice is given

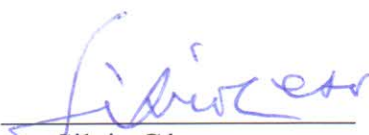
XX. It is agreed that this document contains the full and entire understanding and agreement between the parties hereto.

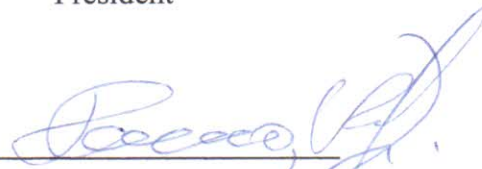
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective duly authorized representatives and their respective seals hereunto affixed the day and year first above written.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS (ASCAP)

By: 
Marilyn Bergman, President
and Chairman of the Board

SOCIEDADE BRASILEIRA DE
ADMINISTRAÇÃO E PROTEÇÃO
DE DIREITOS INTELECTUAIS (SOCINPRO)

By: 
Silvio César
President

By: 
Jorge de Souza Costa
General Director

SCHEDULE "A"

Title of Composition

Composer and Author

Publisher

NONE