

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.



