

AGREEMENT made as of the 1st day of January 1, 2003 by and between Bourne Co. of 5 West 37th Street, New York, New York 10018 (hereinafter referred to as "Owner") and Café Concerto, s.r.l. of Viale Majno 38, 20129 Milano, Italy (hereinafter referred to as "Publisher").

WHEREAS, Publisher has requested Owner to authorize the exercise of the rights requested herein with respect to the musical compositions hereinafter identified in the territory of Italy, which territory is hereafter referred to as the "Licensed Territory."

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Owner and Publisher hereby agree as follows:

1. Compositions. Subject to the qualifications, restrictions, conditions and royalties hereinafter specified, Owner hereby appoints Publisher its Agent during the term of this agreement with respect to:

1.1 all of the musical compositions in the catalogue of Owner and its affiliated companies, published by Owner in regular piano copies (excepting and excluding herefrom all stage production numbers, all motion picture and television background music, all compositions defined by Owner as educational works as well as all other of Owner's publications which are presently committed for the Licensed Territory to another publisher), which are not subject to any contract inconsistent with the terms of this agency agreement which is limited to the exercise of the following rights by Publisher, as agent on behalf of Owner. The said musical compositions are hereafter referred to as the "Compositions".

1.2 It is further understood that subject to the same qualifications, conditions, restrictions, and royalties (and with the same exceptions and exclusions) referred to above, Owner shall grant to Publisher the right to exercise the same rights set forth with respect to musical compositions heretofore published by Owner which are not subject to any contract not inconsistent with the terms of this agreement. In this connection, Publisher assumes full responsibility to ascertain whether each such composition is subject to any such contract and shall, before claiming rights in any such compositions, check with the appropriate performing rights societies and any other appropriate governmental or private records available in the Licensed Territory to ascertain that the Composition is free for the Licensed Territory. If Publisher does ascertain that the composition is not free for the Licensed Territory, it shall so notify Owner in writing. Publisher further indemnifies and holds Owner harmless in the event of any conflicting claim. If Publisher ascertains that a composition is free of all conflicting claims, it shall be deemed to be a "Composition".

1.3 Our International Music Co. catalog is considered to come within the scope of this agreement, provided, however, that Café Concerto, s.r.l. accepts full and sole responsibility for determining which compositions in the catalog may be in the Public Domain in the Licensed Territory.

The rights granted herein are restricted to Mechanical and Performance Rights. All other rights, including the right to publish, are hereby excluded from the license granted herein with the mutual understanding that such rights and all other rights not herein specifically granted, including any rights which later come into existence or use, are reserved by International Music Co., together with the full and unrestricted use thereof.

2. Term. The term of this agreement ("Term") shall be for a period of one (1) year commencing on January 1, 2003 and terminating on December 31, 2003. However, Owner reserves the right to cancel this agreement with six (6) months notice, at any time during the Term of this agreement.

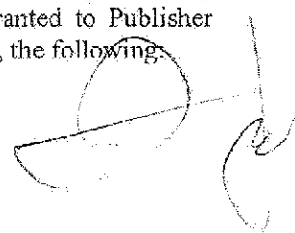
3. Grant of Rights. Owner grants to Publisher to the extent of its ownership or control thereof the following rights in and to the Compositions for the Licensed Territory only:

3.1 The exclusive right to grant non-exclusive licenses to manufacture parts serving to produce and reproduce the Compositions, and to make mechanical, electrical and electronic reproductions thereof; and to collect royalties and fees earned during the Term which are payable by reason of sales of such reproductions in the Licensed Territory; provided, however, that each such license shall be at a rate not less than the maximum rate then prevailing in the Licensed Territory;

3.2 To the extent that Owner controls the same, the exclusive right within the Licensed Territory and not elsewhere to publicly perform the Compositions (meaning small performing rights as defined by the American Society of Composers, Authors and Publishers {"ASCAP"}) by any means whatsoever, including radio broadcasting, telecasting or otherwise, and to license others to do so, and to collect from any performing rights society functioning in any portion of the Licensed Territory such portion of the public performing royalties or fees as shall be payable to the Publisher for the Licensed Territory. All royalties payable by such societies to or for the benefit of the authors and/or composers or to ASCAP shall be payable directly to such authors and/or composers and/or society, as the case may be, without the intervention of the Publisher.

3.3 The right to collect any and all earnings with respect to the Compositions which are payable during the Term irrespective of whether such earnings were earned during the Term or prior to the Term. However, nothing herein contained shall authorize or permit the Publisher to collect any such earnings which are payable subsequent to the end of the Term whether or not such earnings were earned during the Term.

4. Reservations of Rights. Notwithstanding anything to the contrary contained in this agreement, Owner hereby reserves for itself, free of any claim by Publisher, all rights in and to the Compositions not specifically granted to Publisher under this agreement. Such reserved rights include, without limitation, the following.



4.1 The right to collect and retain all royalties and other fees generated by exploitation of any and all rights in and to the Compositions not specifically granted in this agreement. Included within such reserved rights is the right to collect and retain all royalties and other fees earned by the Compositions prior to January 1, 2003;

4.2 All rights in and to the worldwide copyrights, copyrights rights, similar rights and neighboring rights in and to the Compositions and the titles thereof, and in any adaptations, arrangements, translations and new lyric versions thereof;

4.3 Subject to Paragraph 3.1 of this Agreement, the exclusive right throughout the world to grant licenses or make contracts for the recording and synchronization or other form of use of the Compositions or any part thereof:

4.3.1 in and with motion pictures, tapes, television productions, and other permanent visual images whether now known or hereafter developed;

4.3.2 in any and all media whatsoever, whether now known or hereafter developed, for or in connection with purposes of trade, advertisements, commercials or merchandising or any goods, products, wares or services of any nature whatsoever; and

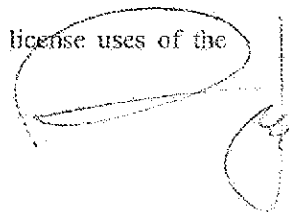
4.3.3 in and with video discs or video cassettes or any other form of audio-visual device whether now known or hereafter developed.

4.3.4 The exclusive right, throughout the world, to make available any Composition or the performance thereof, in digital form, to computer on-line services, electronic bulletin boards, internet sites, and similar operations for transmission, download or upload to satellite, the internet, or any other means of communication, whether now known or hereafter to come into existence.

4.4 The exclusive right throughout the world to print, publish and sell printed copies of the Compositions and to grant such licenses;

4.5 The exclusive right throughout the world to license grand rights in the Compositions or any part thereof, as such rights are now known or may hereafter evolve, including, but not limited to, the exclusive right to license dramatic uses or versions of the Compositions or any part thereof (including uses in which the story line, concept, title or lyrics of a Composition forms the basis for any aspect of any motion picture, advertisement, commercial, television production, recording, ballet or other dramatic presentation, whether in whole or in part); and to license such grand rights in any and all media whatsoever, whether now known or hereafter developed, including, but not limited to, live stage, motion pictures, television, video devices, or any other form of visual, audio or audio-visual devices;

4.6 The exclusive right throughout the world to license uses of the titles of the Compositions;



4.7 The exclusive right throughout the world to make cartoon, literary and other subsidiary versions of the Compositions and to print, publish and otherwise use such versions (as well as the dramatic versions aforementioned);

4.8 The exclusive right throughout the world to use or license the use or publication of the lyrics of the Compositions, apart from the music, in books, magazines or otherwise; and

4.9 The exclusive right throughout the world to publish or license for publication hard and soft cover anthologies, collections or compilations of the Compositions.

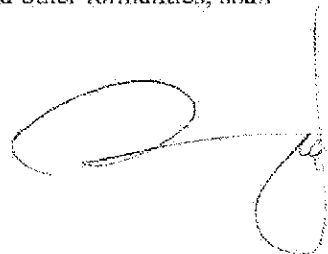
The phrase "throughout the world" as used in this agreement shall include the Licensed Territory.

5. Publisher's Duties. Included within Publisher's duties under this agreement are the following:

5.1 Publisher shall issue licenses for use of the Compositions in the Licensed Territory as shall be necessary and appropriate in the ordinary course of business, but only to the extent of Publisher's rights in the Compositions under this agreement. All licenses shall be arms-length and shall be issued at the highest prevailing rates in the Licensed Territory.

5.2 Publisher shall collect all sums due and payable with respect to the Compositions from all licensees of the Compositions in the Licensed Territory, but only to the extent of Publisher's rights in the Compositions under this agreement. Publisher shall account to Owner for all sums collected by Publisher in accordance with Paragraph 3 of this agreement.

5.3 Publisher shall print or use its best efforts to cause to be printed on the outside cover or label of every reproduction of the Compositions manufactured pursuant to this agreement, proper notice of Copyright in such form as may be required by the laws of the Licensed Territory, the United States and any international conventions pertaining to the acquisition or preservation of copyright in the Compositions, together with a notation that such reproduction is authorized for sale only in the Licensed Territory, as well as any other notice that may be required by Owner. Publisher understands and agrees that all of its rights and licenses hereunder are conditioned upon Publisher's use of its best efforts to comply with all of said notice provisions and other formalities under all applicable laws, treaties, conventions and the like, and that any reproductions of any of the Compositions in any form without such copyright or like notice, or without compliance with all such notice provisions and other formalities, shall be without the authority of the copyright proprietor.

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a long, sweeping horizontal line that ends in a small loop.

5.4 Publisher shall file and maintain in the Licensed Territory with all performing rights societies, mechanical collection agencies and other relevant entities, on a timely and accurate basis, all documents required to be filed with such entities in order to entitle the Compositions to receive the highest benefits and royalties available from such organizations including, but not limited to, the registration or other filing of the Compositions (under their original and any translated titles) and the deposit of copies, where required, with such organizations. All such registrations, clearances and other filings shall be made in the name of Owners separately from other musical compositions owned, controlled or administered by Publisher.

5.5 Owner grants to Publisher the non-exclusive right during the Term, and Publisher undertakes at its own expense, except as otherwise provided below, to enforce and protect all rights in the Compositions and the copyrights and related rights thereto and therein in the Licensed Territory. Publisher shall not commence, settle or dispose of any action, proceeding or claim in respect of the Compositions without obtaining the prior express approval of Owner in writing. If a claim is presented against Publisher or Owner in which it is asserted that a Composition infringes upon or violates or interferes with the rights of any person or entity, Publisher shall notify Owner of same, in writing, and forward to Owner copies of any documents giving rise to such claim, not later than ten (10) days after Publisher becomes aware of such claim. Owner shall have the right to prosecute, defend or otherwise participate in the prosecution or defense of any such claims, to control the prosecution or defense thereof, and to settle or otherwise dispose of such claims in any manner that Owner shall determine. Publisher shall cooperate fully with Owner in any controversy that may arise or litigation that may be brought at no additional cost to Owner. If either Owner or Publisher shall recover on a judgment or as a result of a settlement or other disposition of any claim for infringement initiated by either Owner or Publisher, all of Owner's and Publisher's expenses in connection therewith, including reasonable attorneys' fees and other costs, shall be deducted from such recovery first before the distribution of any such recovery to Owner and Publisher. The balance of any such recovery shall be distributed in accordance with Paragraph 6 of this Agreement.

5.6 Publisher shall keep and maintain complete files and records with respect to the Compositions including accountings received from all licensees. At all times during the Term, such files and records shall be maintained separately and apart from other musical compositions owned, controlled or administered by Publisher. Upon request by Owner at any time during the Term or upon expiration or sooner termination of this agreement, Publisher shall turn over or make available to Owner a copy of all of such files and records, including any and all accounting statements rendered under this agreement. Publisher shall turn over or make such files and records available not later than ten (10) days after request therefore by Owner.

5.7 To the extent that Publisher does so for other compositions owned or controlled by it, Publisher shall maintain the books and records with respect to the Compositions as provided elsewhere in this agreement in electronic form in a manner consistent with the manner in which it maintains the books and records with respect to

compositions owned by Publisher or administered by Publisher for others. Such books and records shall be maintained in such a way that, upon the conclusion of the Term, Publisher shall be able to turn such records over to Owner in a form cognizable to and useable by Owner with the assistance of microcomputers and Publisher shall make available the copyright owner of the programs, any programs (with manuals appropriate for their use) necessary to utilize the books and records turned over to Owner on magnetic or other electronic media.

5.8 Publisher shall forward to Owner two (2) copies of each edition of any Composition published in the Licensed Territory by Publisher or under Publisher's authority. Such copies shall be forwarded not later than ten (10) days after such copies are available to Publisher.

5.9 Publisher shall, not later than sixty (60) days after the end of each March 31, June 30, September 30 and December 31 during the Term, complete and forward to Owner a written report of Publisher's efforts during the preceding quarterly period on behalf of Owner in accordance with Publisher's duties under this agreement. Each report required hereunder shall include, without limitation, a list of those contacted by Publisher and a detailed description of Publisher's efforts (whether successful or unsuccessful) to: (1) secure new cover recordings (including the title of each Composition, record company, artist and release dates of new recordings, (2) obtain new and eliminate old adaptations of the Compositions, (3) promote repackaging and re-release of original master recordings (including the number of repackages and re-releases secured, proportion of mechanicals from covers to total mechanicals, and whether mechanical royalties for covers and original recordings are increasing or decreasing), and (4) promote public performances of the Compositions.

6. Royalties.

6.1 Except as otherwise provided herein, Publisher shall remit to Owner eighty-five (85%) percent of one hundred (100%) percent of all gross amounts received by Publisher from all sources in respect of the rights granted to Publisher under this agreement. Publisher shall be entitled to retain the balance of all such sums as a commission in consideration of Publisher's services under this agreement, provided Publisher fully, faithfully and timely complies with all of the terms and conditions of this agreement.

6.2 In the event that for any reason the authors' share of performing fees shall be collected by Publisher, Publisher shall remit to Owner one hundred (100%) percent of the amounts so collected.

6.3 If Publisher shall publish any of the Compositions, then with respect to each printed, written, lithographed or photographed copy, including but not limited to piano copies and orchestrations sold by Publisher of any of the publications of Owner affected hereby, Publisher will remit to Owner, twelve and one-half (12 1/2%) percent of the marked retail selling price thereof.

6.4 With respect to any Composition, if Publisher shall cause a local version to be created (with Owner's consent as provided in Paragraph 5 above) with lyrics in the language of the Licensed Territory and with a title in the language of the Licensed Territory which title shall be different than the title in English, and if such version shall be duly registered with the local mechanical and/or performing rights societies and if Publisher shall obtain a recording thereof released throughout the Licensed Territory, then Publisher shall pay to Owner the percentage of such fees as are provided elsewhere in this Agreement. However, Publisher shall bear the cost of all adaptation fees out of Publisher's share of such fees and no royalties shall be paid to the adaptor or translator. Additionally, all such lyrics and/or translations and the copyrights therein throughout the world and shall be created by the authors thereof as employees for hire as defined in the Copyright Law of the United States and the copyrights therein and all renewals, extensions and revisions thereof shall be owned by Owner.

6.5 Where Publisher enters into third party licensing agreements for printing rights (with the consent of Owner), Publisher shall pay to Owner eighty-five percent of all of its gross receipts with respect to such licenses and shall retain a fifteen (15%) percent commission with respect thereto.

6.6 If Publisher receives a request for synchronization rights, with respect to any Compositions, it shall consult with Owner with respect to the price to be charged. If the license is concluded with Publisher's assistance and with Owner's prior written consent (which Owner may give or withhold in its sole and absolute discretion) and if Owner has no obligation to make any payment to any other publisher in the Licensed Territory with respect thereto, Publisher shall pay to Owner ninety (90%) percent of all of its gross receipts with respect to such license and shall retain a ten (10%) percent commission with respect thereto.

Publisher will pay to Owner ninety (90%) percent of all "Commercial Advertisement" fees immediately upon receipt by Publisher and by wire transfer, as described in Paragraph Seven (7) of this agreement.

6.7 If Publisher receives a request for any new media rights, (including but not limited to: computer on-line services, electronic bulletin boards, internet sites, ring tones, and similar operations for transmission, download or upload to satellite, the internet, or any other means of communication, whether now known or hereafter to come into existence), with respect to any Composition, it shall consult with Owner with respect to the price and/or rate to be charged. If the license is concluded with Publisher's assistance and with Owner's prior written consent (which Owner may give or withhold in its sole and absolute discretion) and if Owner has no obligation to make any payment to any other publisher in the Licensed Territory with respect thereto, Publisher shall pay to Owner ninety (90%) percent of all of its gross receipts with respect to such license and shall retain a ten (10%) percent commission with respect thereto.

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6.8 Any advance received by Publisher specifically for the use of any Composition(s) shall be included in gross amounts received and, in the event an advance is received by Publisher for a group of named or specified compositions, including named or specified Compositions, a pro rata share of such advance shall be included in the gross amounts received by Publisher upon which royalties are payable under this agreement.

6.9 All royalties provided for herein shall be computed on one hundred (100%) percent of sums attributable to the Compositions received at the source thereof as if separate contracts were made between Owner and Publisher for each country of the Licensed Territory. No deductions shall be allowed for any amounts payable to or retained by a sub-licensee or agent, if any, of Publisher or otherwise, except for any standard commissions retained by performing rights societies or mechanical collection agencies which are members of the International Confederation of Authors, and Composers, Societies (CISAC) and not rebated in any manner, directly or indirectly. Without limiting the generality of the foregoing, subject to the preceding sentence, all expenses (including VAT and other taxes recoverable directly or indirectly by Publisher) incurred in connection with this agreement, or any of the Compositions, shall be borne exclusively by Publisher and no portion thereof shall be directly or indirectly charged to Owner.

6.10 In the event Publisher receives any sums in connection with the Compositions from sources, rights or uses reserved to Owner under this agreement, including any sums received after the expiration of the Term or termination of this agreement, Publisher shall remit to Owner one hundred (100%) percent of such sums, without deduction of any kind, not late than ten (10) days after receipt thereof by Publisher.

7. Accountings and Payments.

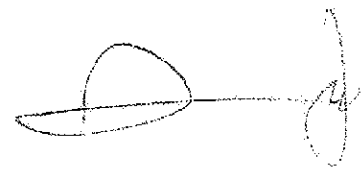
7.1 True, accurate and complete accounts shall be kept by Publisher and a detailed statement of such accounts shall be mailed to Owner within sixty (60) days after each June 30 and December 31 during the Term, together with all sums shown thereby to be due. The statements hereunder shall specify, with respect to each of the Compositions and without limiting the generality of the information required on such statements, the following: the title, the period covered by the payment, the nature of the use (e.g. mechanical, performance), country of source, the amount of the sums received by Publisher or credited to it with respect to each Composition and Owner's shares thereof, the rate of royalty paid and, where applicable, the number of recordings sold of each individual recording and the mechanical license rate, as well as copies of all relevant portions of all statements and discs relating to the Compositions received by Publisher from record manufacturers, performing rights societies and others. All statements shall reflect all sums and other information separately for each country within the Licensed Territory. Publisher shall supply to Owner statements of account both on paper and on electronic media (3 1/2" floppy discs and/or zip files via e-mail) together with such electronic instructions as may be necessary or desirable for the input or conversion of the data contained on such electronic media directly into Owner's computerized royalty

system for which purpose the parties hereto shall co-operate with one another in all respects.

In addition, Publisher shall provide paper copies of those sections of their societies' statements, which are relative to Owner's Compositions. Said copies must be sent with Publisher's semi-annual statements within sixty (60) days after each June 30th and December 31st, during the Term of this Agreement.

7.2 All payments due to Owner under this agreement shall be remitted by bank-to-bank transfer in United States dollars or bank draft drawn on a United States bank in United States dollars. Publisher shall account to Owner directly and shall not account through any affiliate, subsidiary, parent company or other person or entity. All payments shall be made at the rate of exchange when such payment is due, or when such payment is made, whichever is more favorable to Owner. Any currency conversion expenses shall be Publisher's sole responsibility. No tax shall be deducted or withheld from any remittance unless: (i) such remittance is accompanied by appropriate evidence of payment of such tax to the appropriate governmental authority, or (ii) Publisher furnishes such evidence of payment to Owner not later than ten (10) days after such evidence becomes available to Publisher. Nevertheless, Publisher shall cooperate with Owner for the purpose of taking advantage of all exemptions from withholding or other taxes available under the laws and treaties in respect of remittance of sums due to Owner under this agreement. Publisher shall furnish Owner with appropriate exemption forms within a reasonable time before such local taxes are to be withheld, and Publisher shall file with the appropriate authorities, on or before any required filing dates, on Owner's behalf, all documents necessary or desirable to facilitate payments free from withholdings for income tax or otherwise including, but not limited to, exemption certificates pursuant to double taxation treaties and tax withholding forms.

7.3 In the event Publisher is unable to make current payment due under this agreement in United States dollars, as a result of any local law or exchange control legislation, Publisher shall deposit to the credit of Owner in the currency of the applicable country within the Licensed Territory in a depository selected by Owner, either within or without the Licensed Territory, any and all payments due under this agreement not later than ten (10) days after such payments shall have been due to Owner under this Agreement. Publisher shall also notify Owner in writing not later than ten (10) days after making any such deposits. Without limiting the generality of the foregoing, in the event Publisher is unable to make any payments due under this agreement in the country in which payments are to be made to Owner hereunder, Publisher shall deposit to the credit of Owner such payments in a depository selected by Owner within the Licensed Territory within ten (10) days after receipt by Publisher of the name of such depository from Owner. Publisher shall also notify Owner within ten (10) days after making any such deposits. Deposits as provided under this paragraph shall fulfill Publisher's obligation as to payments to which such deposits relate.

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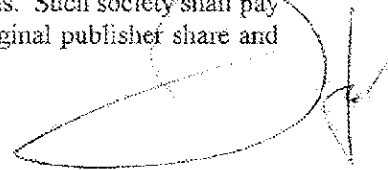
8. Audits.

8.1 Owner and their representatives shall have the right at the place of business of Publisher, its agents or sub-licensees, and during normal business hours, to inspect, audit, make extracts from and copy all books, records, correspondence, licenses and other documents, including, but not limited to, all general ledgers, relating in any way to this agreement, the Compositions and all licenses granted, uses had and payments made therefore. Publisher, its agents, sub-licensees and employees shall cooperate fully with Owner and its representatives in connection with any such examination(s) and shall make available to Owner and its representatives all of such books, records, correspondence, licenses and other documents at the times so requested and in the manner in which such books, records, correspondence, licenses and other documents are maintained by Publisher, its agents, sub-licensees and employees in the ordinary course of business. Should any such examination(s) disclose any underpayment by Publisher, Publisher shall pay to Owner not later than ten (10) days after request therefore by Owner all sums due along with any interest and audit costs as set forth below.

8.2 If any examination discloses an underpayment of five (5%) percent or more of the amounts actually due, Publisher shall also pay to Owner, not later than ten (10) days after request therefore, an amount equal to interest on all such sums from the time when such sums should have been paid to the time actually paid at a rate equal to the "rolling" prime rate charged by Citibank, N.A. For purposes of this agreement, the "rolling" prime rate shall mean the various interest rates charged by Citibank, N.A. from time to time during the period in question, plus two (2%) percent. The total interest payable hereunder shall equal the sum of all interest calculations made at each such interest rate during the period.

8.3 The cost of any audit shall, as between Owner and Publisher, be borne by Owner; provided, however, that if any examination discloses an underpayment of five (5%) percent or more of the amounts actually due, Publisher shall pay, not later than ten (10) days after request therefore, all costs, expenses and fees incurred in connection with any such audit, without reimbursement from Owner.

9. Performing Rights. The grant of performing rights with respect to each of the Compositions is made subject to the rights of and the agreements with the performing rights society or societies with which Owner is affiliated, as such rights now exist and as they hereafter may be extended by Owner. The performing rights society with which Publisher is affiliated shall collect all public performance fees and royalties earned in the Licensed Territory with respect to the Compositions. Such society shall pay the total publisher share of such fees and royalties (i.e., the original publisher share and



the sub-publisher share combined, which shall not be less than six twelfths (6/12) of the total performing fees) directly to Publisher.

10. Reversion of Rights.

10.1 Upon the expiration of Publisher's rights pursuant to Paragraph 2 or in the event of any termination of this agreement pursuant to Paragraph 11, all rights granted to Publisher under this agreement shall immediately terminate and shall revert to Owner (including, without limitation, all rights under all licenses issued by Publisher in respect of Owner's interest in the Compositions), free and clear of any claims by Publisher without formality and without requirement to execute any document or assignment. Notwithstanding any other provision of this agreement to the contrary, in the event of any termination pursuant to Paragraph 11, Publisher shall not be entitled to any commissions on sums received by it in respect of the Compositions from any source after such termination.

10.2 The expiration (pursuant to Paragraph 2) or termination (pursuant to Paragraph 11) of this agreement shall in no way relieve Publisher of its obligations under this agreement and the reversion of such rights shall be in addition to, and not in limitation of, any other rights of Owner in the premises.

10.3 The following provisions of this agreement shall survive any expiration or termination of this agreement: Publisher's obligations to make proper distribution of all sums received by it and to render statements (PP 5.2, 6, 7 and 9), Publisher's duty to deliver to Owner all files and records relating to the Compositions (P 5.6), Owner's audit rights (P 7), and the representations, warranties and agreements made by Publisher and Owner in this agreement (P 12).

10.4 Within ten (10) days after this agreement expires (pursuant to Paragraph 2) or otherwise terminates (pursuant to Paragraph 11), Publisher shall deliver to Owner a complete copy of all files, books, records, agreements, licenses, correspondence and any and all other documents then in Publisher's possession with respect to the Compositions.

11. Termination of this Agreement. Notwithstanding anything to the contrary contained in this agreement, this agreement shall terminate automatically and immediately (unless Owner shall elect otherwise), without further notice thereof to Publisher, in any of the following events:

11.1 In the event Publisher shall be adjudged a bankrupt or in the event any insolvency proceedings are instituted by or against Publisher and are not dismissed within thirty (30) days after the institution thereof, or in the event of any reorganization proceedings either voluntary or involuntary, whether or not in bankruptcy, or in the event a trustee or receiver is appointed to take over all or a substantial part of Publisher's assets and is in control thereof for fifteen (15) days or more.



11.2 In the event Publisher fails to fulfill any of the terms and conditions of this agreement, including, but not limited to, Publisher's obligations to make remittances and to render true, accurate and complete statements of account to Owner at the times specified in this agreement, and such failure is not cured within Fourteen (14) days, (Ten (10) days in the case of a payment of money), following notice thereof to Publisher. Notwithstanding the foregoing, Publisher shall have the right to avail itself of the foregoing right of cure no more than twice during the Term. In the event Publisher fails to fulfill any of the terms and conditions of this agreement after availing itself twice of such cure period, this agreement shall terminate automatically and immediately.

11.3 In the event Publisher exercises any rights reserved to Owner under Paragraph 4, or in the event Publisher fails to obtain Owner's prior express approval in writing wherever required in this agreement.

11.4 In the event Federico Monti Arduini shall cease to remain actively in full charge of the music publishing business of Publisher.

12. Warranties and Indemnities.

12.1 Publisher represents, warrants, covenants and agrees as follows:

12.1.1 Publisher is and shall remain during the Term:

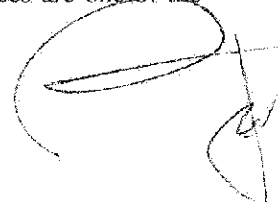
12.1.1.1 a member in good standing of any and all performing rights societies and mechanical rights societies in the Licensed Territory;

12.1.1.2 entitled to the highest benefits available to a music publisher in the Licensed Territory from such performing rights societies and mechanical rights societies, and knows of no charges, actions, suits, proceedings or other impediments, actual or threatened, against it with respect to such societies, that may prevent or otherwise impair it from performing its duties hereunder; and

12.1.1.3 an active music publisher (as that term is commonly understood in the music publishing industry) and shall use its best efforts in fulfilling its duties and exploiting the rights granted to it under this agreement.

12.1.2 Publisher has the full right, power and authority to enter into this agreement and to perform all of its obligations hereunder.

12.1.3 Federico Monti Arduini will remain actively in full charge of the music publishing business of Publisher during the Term. Publisher acknowledges that the personal services of Federico Monti Arduini are essential to the performance of Publisher's obligations under this agreement, and such personal services are one of the principal factors that induced Owner to enter into this agreement.



12.2 Owner represents, warrants and agrees as follows:

12.2.1 Owner has the full right, power and authority to enter into this agreement and to perform all of its obligations hereunder.

12.2.2 All of the rights granted herein by Owner are without warranty and without recourse.

12.3 Each party (the "indemnitor") agrees to indemnify and hold the other party (the "indemnitee") harmless from any loss or damage suffered (including reasonable counsel fees and expenses) arising from any settlement of a claim by any third party, which shall be inconsistent with, any agreements, warranties and representations hereunder. Notwithstanding the foregoing, Publisher shall not enter into a settlement of any such claim by a third party without obtaining the prior written consent of Owner. Notwithstanding anything contained in this agreement to the contrary, Owner may settle any claims by third parties that relate in any way to the Compositions or any breach of any agreements, warranties or representations under this agreement. Any settlement by Owner shall not constitute a breach by Owner of any representation, warranty or agreement made by Owner under this agreement. The indemnitor shall pay to the indemnitee within ten (10) days after demand thereof any amounts to which the foregoing indemnity applies.

13. Notices. Any notice required, or desired to be given to either party under this agreement, shall be in writing and shall be mailed, by certified or registered mail (as local postal regulations may permit), return receipt requested, or shall be sent by telegram or cable (toll prepaid) or by telex. Delivery of accounting statements under this agreement shall be by first class mail. Unless otherwise provided in this agreement, delivery of accounting statements and notices under this agreement shall be properly addressed with all charges prepaid, and shall be deemed given on deposit thereof at an official post office or post box (as applicable) or, if by telegram or cable, on delivery to an accredited international telegraph carrier or cable, on delivery to an accredited international telegraph carrier or cable office for transmission or, if by telex, on transmission. All notices shall be addressed to the parties at the addresses first set forth above or to such other addresses as the parties may hereafter designate in writing to the others.

14. Approvals. In any instance where Owner shall be required or entitled to act or to refrain therefrom, including, but not limited to, all instances in which Owner's approval is required before Publisher may take any action, Owner may act or refrain therefrom as Owner shall determine in its sole and absolute discretion.

15. Binding Agreement and Assignment. This agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that Publisher shall not hypothecate, encumber, assign or sub-license this agreement or any of its rights or interests herein or hereunder or in and to the subject matter hereof to any person or entity without Owner's prior express consent,

22. Severability. The provisions of this agreement are severable so that if any provision hereof is found for any reason to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision of this agreement.

23. Captions. The captions of the paragraphs of this agreement are for convenience only and shall not in anyway affect the interpretation of any paragraph of this agreement or of the agreement itself.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Owner:

Bourne Co.

By:

Beebe Bourne, Owner

Publisher:

Café Concerto, s.r.l.

By:

Federico Monti Arduini