



AGREEMENT dated as of this 1st day of January, 2005 by and between Cherry Lane Music Publishing Company, Inc., 6 East 32nd Street, 11th Floor, New York, New York 10016 (hereinafter referred to as "Publisher") and David Gresham Music, (a division of The David Gresham Entertainment Group (Pty.) Ltd.), P.O. Box 46020, Orange Grove 2119, South Africa (hereinafter referred to as "Licensee").

W I T N E S S E T H:

WHEREAS, Publisher is actively engaged in the United States of America in the business of music publishing; and

WHEREAS, Licensee is actively engaged in the business of music publishing within the territory designated as South Africa, Namibia, Zimbabwe and all SAMRO territories (hereinafter referred to as the "Licensed Territory").

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises hereinafter set forth, it is agreed:

1. Publisher hereby licenses to Licensee and grants to Licensee for the Term (as herein defined) for the Licensed Territory only, the rights as hereinafter set forth in and to the musical compositions which are described on the Schedules which are annexed hereto and made part hereof (hereinafter

407179v3 (F/32226v15)

referred to as the "Compositions"); provided, however, that Licensee shall acquire rights therein and thereto only for so long as, and to the extent that Publisher owns or may own and has or may have the capacity to convey said rights and further subject to those rights herein reserved by Publisher and all of the other terms and conditions hereof. The rights granted by Publisher to Licensee hereunder, subject to paragraph 5 hereof, are as follows:

(a) The exclusive right as to third parties to grant non-exclusive licenses for public performance of the Compositions with respect to indigenous uses of the Compositions within the Licensed Territory and for the audio reproduction of the Compositions on phonograph records at then standard license rates in and for the Licensed Territory.

(b) The exclusive right as to third parties, subject in each instance to Publisher's prior written approval in Publisher's sole discretion, to grant non-exclusive licenses for the recording of the Compositions in and with television productions wholly produced in and for the Licensed Territory for use in the Licensed Territory and for the making of copies of such recordings for sale in the Licensed Territory.

(c) The exclusive right as to third parties, subject in each instance to Publisher's prior written approval in

Publisher's sole discretion, to grant non-exclusive licenses for the synchronization of the Compositions with theatrical motion pictures wholly produced in and for the Licensed Territory and the non-exclusive right to grant nonexclusive licenses in and for the Licensed Territory to publicly perform the Compositions as contained in said theatrical motion pictures.

(d) The exclusive right as to third parties, subject in each instance to Publisher's prior written approval in Publisher's sole discretion, to grant non-exclusive licenses for the use of the Compositions in television and radio commercials and in print advertisements for use in the Licensed Territory.

(e) The exclusive right as to third parties, and obligation during the Term to register all of the Compositions and all cue sheets and other registerable materials relevant thereto within sixty (60) days after their receipt, with all performing rights societies and mechanical licensing organizations in the Licensed Territory and to collect on Publisher's behalf all royalties, fees and other payments or considerations derived or payable by reason of the exercise of the rights licensed to Licensee pursuant to this agreement. Licensee shall immediately upon the execution hereof ascertain the registration status of each Composition and cue sheet at each of the aforesaid societies and organizations and take all

necessary steps to assure that each Composition and cue sheet is properly registered. It shall be of the essence hereof that all such registrations shall be in the form of discrete catalogue listings in the names of the various publishers of the Compositions as indicated by Publisher from time to time. By way of illustration, all DM Compositions as hereafter defined shall be registered as discrete catalogs in the names of the Dimensional entities as they appear on Schedules B, D and E hereof.

(f) The exclusive right as to third parties and the obligation during the Term to protect the copyrights in all of the Compositions which shall include the obligation to ascertain as of the date hereof, or as of the date of their becoming subject hereto, the registration status of each Composition and to register, and re-register as may be appropriate, each Composition for copyright in the Licensed Territory within sixty (60) days after receipt of the requisite information with respect thereto. All such copyright registrations shall be in the name of Publisher or the copyright proprietors of the Compositions as designated by Publisher. Licensee shall automatically and without the need for Publisher to request the same, supply to Publisher all documents and certificates of whatsoever nature or copies of any public registry, which

indicate the registration of claims to copyright in the Compositions in the Licensed Territory.

(g) The exclusive right as to third parties, subject in each instance to Publisher's prior written approval in Publisher's sole discretion, to make and publish or license on a non-exclusive basis, only new adaptations and arrangements of the Compositions in the language of the Licensed Territory and to print, publish and sell same in the Licensed Territory only.

All new matter shall be copyrighted in the name of Publisher and/or its designee and shall be its or their property. In all registrations of new matter, including translations, both the original titles of the relevant Compositions as well as any new titles thereof shall be prominently indicated. All such new adaptations and arrangements of the Compositions and/or translations of the lyrics shall be at the sole expense of Licensee and shall be submitted by Licensee to Publisher for Publisher's prior written approval before any publication, sale or other distribution thereof. All translated versions of the Compositions shall bear the original title and the title in the language of the Licensed Territory, and the translator of the lyrics shall, to the extent permitted by the performing rights and/or mechanical licensing society in the Licensed Territory, be paid his share of performing income and mechanical income

only with respect to such translated version. All mechanical royalties payable to any adaptor, and/or translator and/or lyricist, shall be borne by Licensee and Publisher on a pro-rata basis.

2. Publisher hereby reserves for itself all rights in the Compositions subject only to those rights herein specifically granted to Licensee. By way of illustration, but without limiting the aforesaid reservation, the rights thus reserved to Publisher include:

(a) All rights in and to the copyrights in the Compositions and any renewals and extensions thereof and any adaptations, arrangements and translations thereof throughout the universe.

(b) The exclusive right to dramatize the Compositions in all media and to license the use and performance of such dramatic versions throughout the universe.

(c) The exclusive right to use or to license uses of the titles of the Compositions (independent of the Compositions themselves) throughout the universe.

(d) The exclusive right to make literary versions and books of the Compositions and to print, publish and vend such literary versions and books (through book sellers or otherwise) throughout the universe.

(e) The exclusive right to use and license the use of the Compositions in connection with phonograph records and other audio devices, audio-visual devices, sight and sound reproductions and all similar and related audio and audio-visual uses whether now known or hereinafter devised throughout the universe. Notwithstanding the foregoing, Licensee shall have the right to collect and receive from performing rights societies in the Licensed Territory, and from manufacturers and other users in the Licensed Territory of such reproductions, all royalties paid in the Licensed Territory with respect to such uses, during the Term subject to Licensee's payment to Publisher of the royalties herein specified.

(f) The exclusive right to exploit the Compositions by means of computer software or any other computer-related device; the Internet; digital transmission; and all computer technologies whether now known or hereinafter devised throughout the universe.

(g) The exclusive right to grant universe-wide licenses for the synchronization of the Compositions with motion pictures and television productions together with the exclusive right to publicly perform the Compositions as contained in such motion pictures outside of the Licensed Territory and the non-exclusive right to grant such licenses in the Licensed

Territory. Notwithstanding the foregoing, Licensee shall have the right to collect and receive from the performing rights society in the Licensed Territory all performing fees paid during the Term from public performances in the Licensed Territory of motion pictures with sound accompaniment containing Compositions, subject to Licensee's payment to Publisher of the royalties herein specified.

(h) The exclusive right to grant universe-wide licenses for the use of Compositions in connection with television commercials, radio commercials and print advertisements.

(i) The exclusive right outside the Licensed Territory to grant licenses for the synchronization of Compositions with television commercials, for the use of Compositions in radio commercials, and for the use of Compositions in print advertisements previously or simultaneously licensed by Licensee for use in the Licensed Territory.

(j) The exclusive right to print, publish and vend printed copies of the Compositions throughout the universe.

3. Licensee shall notify Publisher in writing of the release of each recording licensed by Licensee hereunder and forward to Publisher three (3) copies of each such recording

within ten (10) days after the release thereof in the Licensed Territory.

4. Licensee shall dispatch to the Publisher within ten (10) days after copies of any of the Compositions have been printed pursuant to paragraph 1(g) above, six (6) copies of the piano and/or guitar sale edition and each and every other version or arrangement of said Compositions hereafter printed by the Licensee (or its sub-licensees).

Licensee agrees that all editions of the Compositions published in the Licensed Territory pursuant to the provisions of paragraph 1(g) hereof shall be copyrighted by Licensee in the name of Publisher or its designees in the Licensed Territory and shall bear proper copyright notice which shall be printed at the bottom of the title page in the following form:

© (Year date) by **

All Rights Reserved

** (year and name of copyright owner to be supplied by Publisher in writing upon request of Licensee).

Licensee acknowledges that the editions of the Compositions shall be sold in the Licensed Territory only and there shall be a statement to that effect printed at the bottom of the title page of each Composition [except to the extent such a territorial restriction is prohibited by the regulations of the

Common Market, if applicable, and as it may from time to time be constituted in which event Licensee agrees not to solicit sales of the Compositions outside of the Licensed Territory]. The names of the original Compositions and of the original composers and authors of the Compositions shall appear on the title page of all editions of the Compositions published in the Licensed Territory (other than compilations containing other musical compositions not subject hereto and which do not bear such credits on their covers).

Upon the expiration of the Term, Licensee shall immediately supply Publisher with an inventory of all printed copies of the Compositions then on hand and Publisher shall have the right to purchase such copies at cost or cause Licensee to destroy same.

If Publisher elects to have the then-existing stocks destroyed, Licensee shall promptly do so and shall immediately deliver to Publisher an affidavit of destruction.

5. I. Licensee shall pay to Publisher, subject to subparagraph II below, the following royalties with respect to the Compositions:

(a) Ninety (90%) percent of the publisher's share (as opposed to the writer's share) of all performance income collected by Licensee and derived from any and all kinds of performances of the Compositions in the Licensed Territory

(including but not limited to motion picture, television, radio and all other broadcasts) subject to (b) (ii) below.

(b) (i) Ninety (90%) percent of all income collected by Licensee and derived from sales of recordings of the Compositions in the Licensed Territory other than on certain "Cover Records" (as hereinafter defined).

(ii) Eighty(80%) percent of all income collected by Licensee and derived from the sales of recordings of the Compositions on Cover Records in the Licensed Territory and Eighty (80%) percent of the publisher's share of performance fees collected by Licensee and derived from Cover Records but only if the performance income from such Cover Records is distinguishable from the income earned by the original recording of the Compositions; if not, subparagraph (a) above shall apply.

For the purposes of this Agreement, a "Cover Record" shall be deemed to be a phonograph record containing either an instrumental or vocal performance of a Composition (in the language of the Licensed Territory [or, if the Licensed Territory is comprised of more than one country; in the language of the country in which such Composition is recorded and released] if a vocal) by an artist not established as a major artist in the United States, the original recording and commercial release of which are a direct result of Licensee's

efforts and first take place in the Licensed Territory during the Term. To constitute a Cover Record hereunder a recording must state the title of the Composition in the language of the Licensed Territory. No recording of a Composition by the writer thereof or by an artist or producer who originally recorded such Composition shall be deemed a Cover Record. If the Licensed Territory is comprised of more than one country, such Composition will be treated as a Cover Record only in the country in which such Composition is first recorded and released. No recording of a Composition initiated or produced by the Publisher thereof or any affiliate of such Publisher shall be deemed a Cover Record. Licensee shall furnish to Publisher three (3) copies of each Cover Record promptly after its initial commercial release in the Licensed Territory.

(c) Eighty (80%) percent of all income collected by Licensee and derived from the exercise of synchronization rights with respect to the Compositions.

(d) Ninety (90%) percent of a fractional share (as herein below determined) of monies received by Licensee during the Term, from any source whatsoever including performing rights societies and mechanical collection agencies, which shall be on account of, comprise or relate to any of the following sources of unallocated income, [sometimes referred to in the music

industry as "black box" money] ("Unallocated Income"):

(i) "Rebates" and payments of any kind from any performance or mechanical rights society that may be based on administrative fees collected by such societies; or any payments made to Licensee by said performance or mechanical rights societies that are not derived or related to any specific uses of musical compositions (for example, and by way of illustration only and not by way of limitation, jukebox payments, blank tape levies, hardware levies, etc.), or

(ii) Any unclaimed Unallocated Income distribution by any such performance or mechanical rights society that is related, directly or indirectly, to seniority, turnover or otherwise not calculated on the basis of actual uses of any musical compositions; or

(iii) Increased royalty rates, bonus payments or payments of any kind based upon the amount of income derived from music publishing catalogs owned, controlled or administered by Licensee.

The percentage of the total of Unallocated Income that shall be included in royalties payable to Publisher under this Agreement shall be calculated by taking the total amount of Unallocated Income and multiplying it by a fraction, the numerator of which shall be the performance and mechanical fee

distributions (as applicable) to Licensee allocable to identified uses of the Compositions during the relevant accounting period(s) and the denominator of which shall be the aggregate distributions to Licensee from such performance and mechanical rights societies (as applicable) during the relevant accounting period(s) (inclusive of distributions included in the numerator but exclusive of Unallocated Income).

(e) Ninety (90%) percent of all income collected by Licensee from all other sources resulting from uses licensed hereunder other than those provided for in this paragraph 5, and one hundred (100%) percent of all gross sums collected by Licensee from all sources not licensed hereunder.

(f) (i) Twelve and one-half (12 ½%) percent of the marked retail selling price (or of the suggested retail selling price in the event there is no marked retail selling price) with respect to each piano and guitar copy, each orchestration and every other printed edition (except for printed compilations and folios) of the Compositions which are printed pursuant to paragraph 1(g) above and sold, given away, or otherwise disseminated in the Licensed Territory during the Term.

(ii) An amount equal to that proportion of twelve and one-half (12 ½%) percent of the marked retail selling price (or of the suggested retail selling price in the event there is

no marked retail selling price) of each copy of any printed compilation or folio, printed pursuant to paragraph 1(g) above and sold, given away, or otherwise disseminated in the Licensed Territory during the Term, which the Compositions bear to the total number of copyrighted musical compositions in such compilation or folio.

(iii) should the likeness and/or name (except for a traditional writer credit) of any writer of any of the Compositions printed hereunder be displayed on such printed edition or the name and likeness of any fictitious character associated with the Compositions printed hereunder be displayed on such editions, an additional name and likeness royalty of five (5%) percent shall be added to the royalty provided for in paragraphs (f)(i) and (f)(ii) above thereby raising the royalty payable from twelve and one-half (12 ½%) percent to seventeen and one-half (17 ½%) percent with respect to such editions. No use of such names and likenesses may be made by Licensee or Licensees of Licensee without the prior written permission of Publisher, which permission Publisher may withhold in its sole discretion.

The grant of performing rights is subject to the rights of the American Society of Composers, Authors and Publishers (ASCAP) or Broadcast Music, Inc. (BMI) or whatever other

performing rights society Publisher is or may become affiliated with during the Term. Licensee shall cause the performing and broadcasting rights in the Compositions to be registered with the performing rights societies in the Licensed Territory so as to provide that the entire publisher's share of performing fees (inclusive of broadcasting and television fees) shall be credited and paid to Licensee. Licensee shall account to Publisher with respect thereto in accordance with the terms hereof. Notwithstanding anything herein contained, Publisher shall, after Licensee has recouped all advances paid by it hereunder, have the right to direct Licensee to cause Publisher's share of performing and broadcasting fees to be paid by the performing rights societies in the Licensed Territory to Publisher's performing rights society in the United States for transmittal to Publisher and Licensee shall comply with such direction. Absent such compliance, Publisher may issue such direction on Licensee's behalf. Notwithstanding anything contained herein to the contrary, in the event any writer's performance royalties that are normally paid directly to writers by the relevant performing rights society in the Licensed Territory are paid instead to Licensee, Licensee shall immediately remit such performance royalties to Publisher, i.e., Licensee shall not wait until the next accounting hereunder to

remit such royalties.

All royalties payable hereunder to Publisher shall be based on gross monies accruing at the source without any deduction whatsoever. By way of illustration, but not limitation, the Licensed Territory (even if comprised of more than one country) shall be deemed one country and no fees or royalties of any kind shall be made by Licensee relative to intra- or inter-country transactions within the Licensed Territory. Licensee shall not participate in any income derived by Publisher from the exercise of any rights reserved to Publisher hereunder.

Licensee shall, subject to all of the terms and conditions hereof (including, but not limited to, the making of the payments to Publisher herein prescribed) collect all monies payable to Publisher in the Licensed Territory and heretofore not collected which are not subject to the collection rights of a prior licensee of Publisher. Licensee acknowledges and agrees that its relationship to Publisher hereunder shall be that of a fiduciary and that Licensee shall be subject to all laws and principles applicable to fiduciaries.

II. Those Compositions the administration rights with respect to which were acquired by Publisher from Dimensional Music Publishing, LLC (formerly the DreamWorks Music Publishing, L.L.C. catalog) ("DM") are sometimes hereinafter referred to

generally as the "DM Compositions". The DM Compositions are divided into three groups which are distinguished by their respective Schedules: The Compositions set forth on Schedule B are those Compositions co-published by DM and Publisher and are herein referred to as the "CL/DM Compositions". The Compositions set forth on Schedule D are those DM Compositions which are not CL/DM Compositions and are herein referred to as the "DMOTHER Compositions". The Compositions set forth on Schedule E are the DMOTHER Compositions with respect to which Publisher's administration fee is less than ten (10%) percent of gross income at the source and are herein referred to as the "DMLR Compositions". The Compositions set forth on Schedule C are the Compositions which are derived from DreamWorks affiliates engaged in audio visual productions and the like and are herein referred to as the "DWA V SKG Compositions". As additional compositions are added to the DM and/or DWA V SKG catalogs and become Compositions hereunder, Publisher shall so indicate to Licensee.

Notwithstanding anything to the contrary contained in this Agreement, including but not limited to paragraph 1 above, the sole rights herein granted to Licensee with respect to the DWA V - SKG Compositions are the rights to issue: (i) licenses for the mechanical reproduction of the DWA V SKG Compositions on

phonograph records at the then standard license rates in the Licensed Territory and to authorize the local mechanical rights collection society or agency to issue licenses for the mechanical reproduction of the DWAV SKG Compositions at the then current highest standard license rates in the Licensed Territory; (ii) to authorize and license the local public performing rights licensing organizations to issue licenses for the small rights (that is, non-dramatic) performance uses of the DWAV Compositions at the then current standard license rates and (iii) to collect the royalties and other compensation derived from (i) and (ii) above and to account therefore in accordance with the terms hereof. Nothing contained in this paragraph shall vitiate Licensee's obligations pursuant to paragraphs 1(e) and 1(f) above which shall persist in full force and effect with respect to all of the DW Compositions.

In addition, Licensee further acknowledges that notwithstanding anything to the contrary contained in this Agreement the royalty percentages set forth in paragraph 9, subparagraphs 5(a), 5(b)(i), 5(b)(ii), 5(c), 5(d) and 5(e) above, shall not apply to the CL/DM Compositions, the DWAV SKG Compositions, the DMOTHER Compositions or the DMLR Compositions as same may be altered from time to time by written notice from Publisher to Licensee. With respect to the DWAV SKG

Compositions (Schedule C), Ninety Five (95%) percent shall be deemed substituted for the percentages set forth in paragraph 9 and subparagraphs 5(a), 5(b)(i), 5(b)(ii), 5(d) and 5(e). With respect to the CL/DM Compositions (Schedule B), DMOTHER Compositions (Schedule D), the GMM Compositions (Schedule F), the PF Compositions (Schedule G), the ELVI (Elvis Presley/Gladys Music) Compositions (Schedule H), (Schedule I intentionally deleted) and the Nick-O-Val Compositions (Schedule J), Ninety Five (95%) percent shall be deemed substituted for the percentages set forth in paragraph 9, subparagraphs 5(a), 5(b)(i), 5(b)(ii), 5(c), 5(d) and 5(e).

The royalty percentages set forth above shall not apply to the DMLR Compositions in lieu whereof Licensee's total compensation with respect to the DWLR Compositions shall be one-half (1/2) of the Publisher's administration fee. Publisher shall advise Licensee promptly of its administration fee with respect to the DMLR Compositions as same come into existence. By way of illustration, should Publisher's administration fee with regard to a DMLR Composition be Nine (9%) percent of gross income at the source, Licensee would retain Four and one-half (4½%) percent of such gross income as its fee and remit Ninety Five and one-half (95 ½%) percent thereof to Publisher in accordance with the accounting provisions hereof.

All the other provisions hereof including the accounting provisions shall nevertheless apply to the DM and DWAV SKG Compositions and all other Compositions hereunder.

III. Licensee acknowledges that the percentages set forth in this paragraph 5 and in paragraph 9 hereof may not apply to all of the Compositions referred to in the Schedules referred to herein. From time to time, Publisher's rights and fees with respect to existing Compositions may change and Publisher may acquire rights to musical compositions on terms and conditions that render the application of such percentages impracticable. At such times that Publisher's rights and/or fees change and when new musical compositions are acquired and made Compositions hereunder, Publisher shall advise Licensee of the percentages applicable thereto whereupon such percentages shall be deemed incorporated herein by reference. All the other provisions hereof including the accounting provisions shall nevertheless apply to such Compositions.

Licensee acknowledges having received Schedules A through M hereof and that such Schedules may be amended from time to time during the Term by Publisher and that Licensee may receive additional Schedules during the Term, all of which shall be deemed incorporated herein by reference.

6. True and correct accounts shall be kept by Licensee,

and a statement of such accounts, as of December 31st and June 30th of each year, shall be delivered in hard copy (paper) and digital form compatible with the "Counterpoint" accounting software presently used by Publisher or such other software as Publisher may utilize from time to time, within sixty (60) days after each of said dates to Publisher and all monies shown to be due thereunder shall be paid by Licensee to Publisher together with each such statement. The timely rendition of statements and royalty and advance payments hereunder shall be of the essence of this agreement. Without prejudice to any other rights Publisher may have by reason of late payments hereunder Publisher shall receive from Licensee interest on such late payment at the prime rate at leading New York City banks at the time plus two (2%) percent. All statements shall be accompanied by the relevant portions of the source statements received by Licensee from the mechanical and performing rights societies with respect to the Compositions. Each such statement shall be presented in such a manner as to discretely set forth the earnings of each publisher's catalog comprising the Compositions and the sources of such income. Each such statement shall be itemized and shall contain at least the following information (in addition to other applicable itemized information):

- (i) amount of mechanical income received;

- (ii) sources of mechanical income;
- (iii) number of recordings sold from which mechanical income is derived, itemized as to each such recording;
- (iv) calendar period during which each item of mechanical income was earned;
- (v) amount of performance income received;
- (vi) sources of performance income; and
- (vii) amounts and sources of all other income earned by the Compositions.

Each statement hereunder shall be accompanied by a "Summary Sheet" upon which shall be posted the U.S. Dollar equivalent of the royalties earned in local currency calculated as of the due date of such statement, e.g., sixty (60) days after December 31st or June 30th of each year. The exchange rate utilized by Licensee shall be the exchange rate published in the Wall Street Journal on said due date and shall be required whether or not such earned royalties are payable or recoupable against prior advances. Such U.S. Dollar equivalents shall be the sums applied by Licensee and Publisher in determining the recoupment status of all advances made hereunder.

All payments hereunder will be made in United States currency, in cash or by demand draft on a New York City bank.

Notwithstanding the foregoing, Publisher shall have the unqualified right, at any time and from time to time, to notify Licensee in writing that Publisher requires the whole or any part of any payment due Publisher to be paid in another manner, form or currency, and Licensee shall comply with such notice subject only to the permissibility of such requirement under Licensee's local law. In the event payment is to be made in United States currency, the rate of exchange from Licensee's local currency into United States currency shall be the rate in effect on the date such payment is due or the date such payment is made, whichever is more favorable to Publisher. No tax required to be withheld or paid upon earned income shall be deducted unless Licensee furnishes Publisher with a Certificate of Deduction and Withholding and a true copy of the governmental receipt establishing the payment thereof. Should the local government not permit payment to Publisher, Publisher will be notified immediately and Licensee will, when so instructed by Publisher, deposit all monies due Publisher to the account of Publisher in a local bank of Publisher's choice in the Licensed Territory.

Licensee shall permit Publisher, Publisher's chartered accountant or certified public accountant, or any other representative of Publisher, to inspect, at Licensee's place of

business and during usual business hours, all books, records and other documents relating to the subject matter of this Agreement and its antecedent(s). Publisher shall have the right to make copies of such books, records and documents as same may relate to the subject matter hereof. The cost of such audit shall be the responsibility of Publisher, provided that if any such audit reflects an underpayment to Publisher of ten (10%) percent or more for the periods audited, Licensee shall pay the costs of such audit plus interest on any sums due at the same rate as herein above set forth.

7. The term hereof, and of the rights acquired by Licensee under this Agreement shall be for three (3) years ("the Term") commencing upon the date hereof and ending December 31, 2008, whereupon all of licensee's rights hereunder shall automatically terminate. Notwithstanding the foregoing, Publisher shall have the right, in its sole discretion and without cause, to terminate this agreement upon thirty (30) days written notice whereupon, all of the Licensee's rights and obligations hereunder shall cease except for Licensee's obligation to pay to Publisher any royalties that may be due it pursuant hereto upon the receipt of which Publisher shall return to Licensee the then unrecouped portion of advances, if any, paid by Licensee hereunder.

8. In consideration of the rights herein granted by Publisher to Licensee, Licensee agrees to pay to Publisher, without regard to any royalties or other sums now or hereafter payable by Licensee to Publisher, the following sums all of which shall be non-returnable advances recoupable only from royalties earned hereunder subsequent to their respective dates of payment:

(a) upon the execution hereof the sum of Fifty Thousand (\$US 50,000) United States dollars.

(b) upon the first anniversary of the date hereof the sum of Fifty Thousand (\$US 50,000) United States dollars.

(c) upon the second anniversary of the date hereof the sum of Fifty Thousand (\$US 50,000) United States dollars.

The period between the recoupment of any advance hereunder and the date upon which the next advance installment hereunder is payable is hereinafter referred to as the "Interim Period." All royalties or other sums that shall become payable to Publisher during an Interim Period shall be paid to Publisher in accordance with the terms hereof and not withheld for application by Licensee toward the recoupment of any future advances.

Notwithstanding anything herein contained, in the event that upon the expiration of the Term Licensee has not recouped

the aforesaid advances from Publisher's royalties, the Term shall be deemed extended until the earlier of the following: a) recoupment by Licensee; b) twelve 12 months from the original expiration of the Term; or c) the payment by Publisher to Licensee of the unrecouped portion of the aforesaid advances extant at the time of such payment. Licensee will upon the expiration of the Term and at ninety (90) day intervals thereafter, and at any other time requested by Publisher to do so, furnish Publisher with the amount of the then unrecouped portion of said advance. In calculating "recoupment" hereunder Licensee shall take into account, in good faith, so called "pipe-line" monies.

9. Publisher hereby grants to Licensee the non-exclusive right, and Licensee hereby acknowledges its obligation, subject in each instance to Publisher's prior written approval in Publisher's sole discretion, to enforce and protect Publisher's rights in the Compositions in the Licensed Territory and to bring any and all suits or proceedings in the name of the Publisher, or any other parties as Publisher may deem advisable, but all at the expense of Licensee. Licensee hereby agrees to enforce and protect Publisher's rights as aforesaid and to provide Publisher, in writing, with notice of each infringement of Publisher's rights in and to the Compositions. In the event

of any recovery, after deducting reasonable legal expenses of such suits or proceedings (receipts for which shall be furnished to Publisher), Ninety (90%) percent of such recovery shall be paid to Publisher by Licensee. Notwithstanding the foregoing, should Licensee elect not to enforce and protect Publisher's rights as aforesaid and promptly so notifies Publisher it shall not be in breach hereof, but shall not be entitled to participate in any recovery secured by Publisher in connection therewith.

10. Any written notices (including but not limited to statements and accounts) required or desired to be given to either party hereunder shall be given either personally (provided a written receipt is given) or by Federal Express, telecopier, or other receipted means by serving or addressing same to the addresses of the respective parties contained on the first page hereof or to such other address as either party may hereafter designate in writing. Said notices shall be deemed given as of the date received. One (1) copy of all notices, statements, documents or other material given to Publisher shall be simultaneously given, in the same manner that it is given to Publisher, to Alan H. Siegel, Esq., Pryor, Cashman, Sherman & Flynn, 410 Park Avenue, New York, New York 10022.

11. This Agreement shall not be binding until executed by

both parties hereto and thereafter this Agreement cannot be altered or modified in whole or in part, except by a written instrument signed by both parties hereto.

12. Without limiting Publisher's termination right pursuant to paragraph 7 above, if Licensee shall cease doing business as a music publisher or if Licensee: (1) commences a voluntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect; (2) consents to the entering of an order for relief in any involuntary case under such law; (3) consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian or trustee (or similar appointee) for Licensee or for any substantial part of Licensee's property; (4) makes an assignment for the benefit of creditors; or (5) takes any act in furtherance of any of the foregoing; or if a court having jurisdiction over Licensee's affairs or property: (a) enters a decree or order for relief in respect of Licensee's property in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; (b) appoints a receiver, liquidator, assignee, custodian or trustee (or similar appointee) for Licensee or for any substantial part of Licensee's property; or (c) orders the winding up or liquidation of Licensee's affairs; and such decree or order remains unstayed and in effect for a period of sixty (60) consecutive days, then in

any of such events, but subject in each instance to the rules of the local performance right society in the Licensed Territory, all grants of rights in the Compositions hereby made to Licensee will automatically and immediately terminate.

13. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Licensee shall not sell, assign or otherwise divest itself of this Agreement or any of the rights granted to it hereunder except with Publisher's prior written consent and any such attempted sale, assignment or divestiture by Licensee not in compliance with this provision shall be null and void ab initio.

Licensee may not divest itself of the individual rights granted hereunder except as part of a sub-license in the normal course of business.

14. Licensee agrees that in the event, in the opinion of Licensee, Publisher has breached this Agreement, Licensee shall deliver to Publisher by registered or certified mail, return receipt requested (or the equivalent thereof), a written notice specifying all such breaches and Publisher shall have sixty (60) days from the receipt by Publisher of such written notice to substantially cure such breaches. Such alleged breaches shall not be grounds for any action, claim, or proceeding, whether at law or in equity, with respect to this Agreement until the

expiration of said sixty (60) day period and unless during said sixty (60) day period Publisher has not substantially cured same.

15. Licensee acknowledges that the provisions of this Agreement are of a highly confidential nature and may not be revealed by Licensee other than to its professional advisors and employees in the normal course.

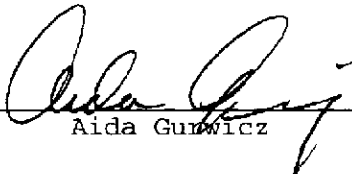
16. Irrespective of the place of execution or performance, the terms and conditions of this Agreement shall be governed by and construed according to the laws of the State of New York applicable to agreements to be wholly performed therein.

Licensee hereby consents and submits to the exclusive jurisdiction and venue of the Supreme Court of the State of New York, New York County, and the United States District Court for the Southern District of New York for the adjudication of any dispute between Publisher and Licensee arising out of or relating to this Agreement or the alleged breach thereof, and further agrees that any process of such Courts issued in connection with the adjudication of any such dispute may be served upon Licensee by regular or certified mail (or the equivalent thereof) directed to Licensee at its address set forth on the first page hereof, and that such service by mail be of the same force and effect as if such process has been

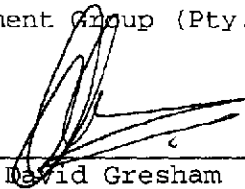
personally served upon Licensee within New York State.

IN WITNESS WHEREOF, the parties hereto have set their hands
and seals the day and year first above written.

CHERRY LANE MUSIC PUBLISHING COMPANY,
INC.

By: 
Aida Gurwicz

David Gresham Music,
(a division of The David Gresham
Entertainment Group (Pty.) Ltd.

By: 
David Gresham

SCHEDULE A

To Agreement dated as of the 1st day of January, 2005 by and between Cherry Lane Music Publishing Company, Inc. and David Gresham Music, (a division of The David Gresham Entertainment Group (Pty.) Ltd. (the "Agreement").

"COMPOSITIONS" as used in the Agreement shall be all musical compositions, inclusive of those set forth on Schedules B through M hereof, presently owned or controlled by "Publisher", and all musical compositions hereafter so owned or so controlled by "Publisher" during the Term of the Agreement, for so long during said Term as they continue to be so owned or controlled, with respect to which "Publisher" is possessed of the rights herein granted to "Licensee" for the Licensed Territory for so long during said Term as "Publisher" continues to be possessed of such rights.

Notwithstanding the foregoing, it is specifically understood and agreed that "Compositions", as used in the Agreement shall not include musical compositions hereafter acquired by Publisher as part of a major acquisition of ownership and/or administration rights. A "major acquisition" shall be an acquisition by Publisher with respect to which Publisher is required to pay a purchase price and/or an advance in excess of \$500,000.00. Publisher shall offer Licensee the opportunity to have the musical compositions derived from a major acquisition included as "Compositions" hereunder in exchange for which Licensee shall pay an advance to be negotiated in good faith between Licensee and Publisher. Should Licensee and Publisher fail to reach agreement on the amount of such advance Publisher shall have the right to offer such musical compositions to third parties for the Licensed Territory provided that it shall not grant such rights to a third party for an advance more favorable to such third party than was offered to Licensee without first offering said musical compositions to Licensee at such lower advance.

SCHEDULES B through M

To Agreement Dated as of the

1st day of January, 2005

By and Between

Cherry Lane Music Publishing Company, Inc.

and

David Gresham Music,
(a division of The David Gresham
Entertainment Group (Pty.) Ltd.)

Schedule B	CL/DM Dimensional Acquired: (heretofore supplied)
Schedule C	DWAV SKG Film and Television: (heretofore supplied)
Schedule D	DMOTHER Dimensional "Other" Songs: (heretofore supplied)
Schedule E	DMLR Dimensional Low Royalty: (heretofore supplied)
Schedule F	GMM Gregmark Compositions: (heretofore supplied)
Schedule G	PF Pokemon Film Compositions: (heretofore supplied)
Schedule H	ELVI Elvis Presley Music/Gladys Music: (heretofore supplied)
Schedule I	Intentionally Deleted
Schedule J	NICK-O-VAL: (heretofore supplied)
Schedule K	4KIDS 4Kids Entertainment: (heretofore supplied)
Schedule L	Black Eyed Peas: (heretofore supplied)
Schedule M	SAT Special Acquisition Titles: (heretofore supplied)