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333-Part 1

THIS AGREEMENT is made the 1st day of January 1989 BETWEEN ESTATE OF RICHARD RODGERS AND HAMMERSTEIN MUSIC & THEATRE CO. INC. dba WILLIAMSON MUSIC COMPANY AND ESTATE OF RICHARD RODGERS, ESTATE OF DOROTHY B. HAMMERSTEIN AND PHILIP ZIMET AND WILLIAM HAMMERSTEIN as Trustees u/w OSCAR HAMMERSTEIN II dba WILLIAMSON MUSIC INTERNATIONAL of 598 Madison Avenue, New York, N.Y. 10022, U.S.A. ("Company") of the one part and EMI MUSIC PUBLISHING LIMITED of 127 Charing Cross Road, London WC2H 0EA ENGLAND ("the Publisher") of the other part and is supplemental to the agreement entered into between Company and the Publisher dated 1st January 1989 as the same may have been extended and amended ("the Agreement").

WHEREAS the parties hereto desire to amend the Agreement in the manner set out below.

NOW IT IS HEREBY AGREED as follows:-

1. Publisher acknowledges that as of the date hereof, Publisher has undergone a change of management thereby giving rise to Company's right and option, pursuant to Paragraph 15(a)(iv) of the Agreement, to terminate all grants of rights to Publisher under the Agreement. Notwithstanding anything to the contrary contained or implied in the Agreement, Company's said right and option to terminate pursuant to said Paragraph 15(a)(iv) shall continue throughout the Term and any extension thereof.

2. By way of clarification of the expression "initiated by Publisher" at Clause 3.3.(b)(iii) and Clause 6 in the Agreement, such term shall mean by way of example but without limitation:-

(a) in respect of Cover Recordings that the Publisher shall approach an artist (or the artist's management or record company) with a specific written or verbal proposal suggesting the artist should record a specified "Composition" (as defined in the Agreement) and shall supply to the artist a recording or a lead sheet of such Composition; and

(b) in respect of a synchronization license the Publisher shall approach an advertising agency with a specific written or verbal proposal that they should use a specified Composition in an advertisement and shall supply to the advertising agency a recording or lead sheet of such Composition.

It is accepted and agreed that Cover Recordings or synchronization licenses procured as a result of blanket or general submissions (whether of catalogue listings or recordings of selections therefrom) shall not qualify as having been "initiated by Publisher".

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Confidential

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AGREEMENT dated and effective as of the 1st day of January, 1989, by and between Estate of Richard Rodgers and Hammerstein Music & Theatre Co., Inc. d/b/a/ Williamson Music Company and Estate of Richard Rodgers, Estate of Dorothy B. Hammerstein and Philip Zimet and William Hammerstein as Trustees u/w Oscar Hammerstein II d/b/a Williamson Music International, having their offices at 598 Madison Avenue, New York, New York 10022 (herein collectively referred to as "Company") and EMI Music Publishing Limited, having their offices at 127 Charing Cross Road, London WC2H OEA, England (herein referred to as "Publisher").

W I T N E S S E T H:

WHEREAS, Company desires that Publisher manage and exploit certain of its rights in and to the musical compositions subject to Paragraph 1 hereof throughout the world excluding the United States and Canada upon all the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises and covenants herein contained the parties do hereby agree as follows:

1. Definitions

1.1 "Compositions(s)". The term "Compositions(s)" as used herein shall mean, to the extent of Company's control or ownership and control therein:

a) All musical compositions which are owned and controlled or controlled by Company, as listed in Schedule A hereof; and

b) All musical compositions, except the Excluded Compositions, hereafter during the Term acquired, owned and controlled or controlled by Company.

c) For all purposes hereof, "Compositions(s)" shall include, but not be limited to, the titles, words, lyrics, and music thereof and all interpolations, collections, compilations and all arrangements, adaptations, versions, editions and translations thereof.



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1.2 "Excluded Compositions". The term "Excluded Compositions" as used herein shall mean all musical compositions which, as of the date hereof (a) are owned and controlled or controlled by Company and are subject to pre-existing and outstanding management and administration agreements; (b) are owned or controlled by a company in which Company does not have a controlling interest, including, but not limited to all of the musical compositions of DO I HEAR A WALTZ and GYPSY; (c) are owned or controlled by a company owned or controlled by Company and which are governed by another managerial or administration agreement in effect as of the date hereof; and/or (d) are acquired by Company after the date hereof and are, at the time of such acquisition, subject to and/or required to be subject to another managerial or administration agreement. Schedule A excludes any Excluded Compositions.

1.3 "Gross Receipts". The term "Gross Receipts" as used herein shall mean:

a) All monies actually received hereunder by Publisher in the United Kingdom or finally credited to Publisher's account by its collection agents, affiliates, subsidiaries and/or licensees from the exploitation of the Compositions in the United Kingdom (the "U.K. Gross Receipts"); and

b) All monies actually received hereunder by Publisher in the United Kingdom or finally credited to Publisher's account by its collection agents or foreign subpublishers, whether or not affiliated or unaffiliated, from the exploitation of the Compositions throughout the Territory, excluding the United Kingdom (the "Foreign Gross Receipts").

c) A sum equal to seventeen and one-half percent (17-1/2%) of the retail selling price of all printed copies and editions of the Compositions sold (and not returned) in accordance with the provisions of this Agreement shall be deemed to be the Gross Receipts derived by Publisher from such printed copies and editions and in the event such copies or editions contain other musical compositions in addition to Compositions hereunder, such royalty shall be a pro-rated portion of such seventeen and one-half percent (17-1/2%), which pro-ration shall be in accordance with the ratio of the Compositions to the total number of copyrighted musical compositions (inclusive of Compositions) contained therein.

d) Notwithstanding anything to the contrary herein contained, the Gross Receipts shall be calculated as not less than one hundred percent (100%) of the amounts actually received by Publisher, its subpublishers or finally credited to such subpublisher's accounts (whether or not such subpublishers are affiliated or unaffiliated with Publisher), computed "at the source" as if this Agreement had been made between Company and each such subpublisher, and calculated, with respect to each country from which such amounts originate, at the rate of exchange in effect at the time of Publisher's receipt thereof, provided, however, that Publisher shall be deemed to have received any Gross Receipts collected by its affiliates no later than nine (9) months following the date of such affiliates' receipt of such Gross Receipts except in instances where such affiliates are prevented by reasons beyond their or Publisher's control from remitting such Gross Receipts to Publisher, in which case the date of Publisher's actual receipt shall apply, always subject to Paragraph 11.6 hereof. For example, and by way of illustration only, if EMI Music Publishing France S.A. is Publisher's subpublisher in France, the Gross Receipts applicable to such territory shall mean one hundred percent (100%) of EMI Music Publishing France S.A.'s Gross Receipts in France, applicable to the Compositions, and the Management Fees set forth in Paragraph 6 hereof shall be computed thereon and shall be the entire Management Fees therefor.

e) Notwithstanding the generality of the foregoing, the expression "at the source" shall allow for the following deductions only:

- i) commissions and/or fees deducted by performing right societies, mechanical right societies or any other industry-wide collection agencies established for any purpose relating to the exploitation of musical compositions, and
- ii) any amounts paid by way of remuneration to arrangers, adaptors and translators if required by the rules and regulations of the applicable performing and/or mechanical rights societies in respect of the Compositions or any of them.

f) Gross Receipts shall include that proportion of any performing and mechanical right or other society rebate of commissions received by Publisher, its

subsidiaries, affiliates and subpublishers which the total income from such society clearly and identifiably attributable to the Compositions during the semiannual period for which such rebate is received bears to all income paid by such society to Publisher, its subsidiaries, affiliates or subpublishers, as the case may be (including income attributable to the Compositions) for such period. Gross Receipts shall also include a like proportion of payments made by any society to Publisher, its subsidiaries, affiliates, and subpublishers in connection with new forms of exploitation of music (including, without limitation, levies on blank tape), subject to applicable law. Publisher shall use its reasonable efforts to collect and include in Gross Receipts a like proportion of so-called "black box" income from Italy.

1.4 "Term". The "Term" as used herein shall mean the period commencing January 1, 1989 and terminating December 31, 1991.

1.5 "Direct Costs" The term "Direct Costs" as used herein shall mean and include all taxes, excluding taxes on income and profits, and the equivalent thereof directly attributable to any part of the Gross Receipts, the cost of converting foreign currency from the Territory into Sterling and the cost of remitting same to the United Kingdom, copyright registration and renewal fees, all costs and expenses of creating so-called "demo records" embodying the Compositions (but not including the compact disc recordings referred to in Paragraph 12 below), provided that no costs or expenses in excess of five hundred (\$500.00) dollars shall be incurred with respect to any such "demo records" of any Composition without Company's prior written consent, and, subject to the provisions of Paragraph 3.2(f) hereof, advertising costs and expenses. Salaries of employees engaged by Publisher and Publisher's overhead, except as herein specifically provided, shall not be charged as Direct Costs.

1.6 "Territory". The term "Territory" as used herein shall mean the world excluding the United States and Canada.

2. [deleted]

3. Administration Rights.

3.1 Grant of Administration Rights Subject to the provisions of Paragraph 3.2 hereof, and subject, further, to agreements with third parties effective prior to the first day of the Term and except as to the contrary provided

therein, Company grants to Publisher the sole and exclusive right to act throughout the Territory, during the Term, as the exclusive administrator of those rights in and to the Compositions hereinafter set forth:

a) The right and obligation to secure copyright registration and renewal copyright registration in the Compositions, or in any derivative works thereof, in such name or names as Company may designate under any law now in effect or hereinafter enacted;

b) The right of publication, printing, performance, mechanical or other reproduction, synchronization, sale, exploitation, revision, arrangement, adaptation, translation, use and disposition, now or hereafter known; provided, however, that all print and publication rights shall be non-exclusive and for non-English-language editions only; and further provided that unless prohibited by the rules and regulations of the local performing or mechanical right societies, any adaptations, arrangements and/or translations created hereunder shall be created as a result of employment-for-hire as such term is understood under United States copyright law, and in any event shall be owned by Company and administered by Publisher under the terms and conditions hereof; it being understood and agreed that any derivative rights in the Compositions acquired or created by Publisher shall be deemed held by Publisher for the benefit of the Company, and that upon the expiration of the Term hereof shall be assigned by Publisher to Company;

c) The non-exclusive right at all times to use and to allow others to use its name and the names, photographs, likenesses, portraits, images, autograph facsimiles, and biographical material of the writers of the Compositions in connection with the Compositions and on and in institutional advertisements and publicity for Publisher and promotion and exploitation of the Compositions;

d) The right to license and enter into agreements to or with any person or entity, including but not limited to, affiliates of Publisher, with respect to the Compositions, provided that Company shall have the right to approve the foreign subpublishers to which Publisher licenses any of the rights granted by Company to Publisher hereunder, it being understood that all of Publisher's foreign subpublishers as of the date hereof are hereby deemed approved;

e) Subject to Paragraph 3.3(b) the right and obligation to collect any and all monies accruing or earned in respect of the Compositions during the Term (other than writers' share of performance fees which shall not exceed 6/12 in any country of the Territory), provided that Publisher shall not incur any collection costs without Company's prior written consent but such right of consent shall not apply to costs charged to Publisher and/or Company by any mechanical and/or performing rights society in any country of the Territory. It is understood and agreed that Publisher shall have no right to collect any monies earned and/or accrued in respect of the Compositions prior to the Term hereof.

3.2 Qualifications to Grant of Administration Rights.

Notwithstanding anything to the contrary set forth in Paragraph 3.1 hereof, the following shall constitute qualifications to Publisher's administration rights hereunder:

a) Company and Publisher mutually acknowledge that the Estates of Richard Rodgers and Oscar Hammerstein II and all other writers represented by Company have specifically reserved to themselves all dramatic and/or so-called "grand rights" in the Compositions and the proceeds therefrom including, but not limited to, the right to cause the Compositions to be performed on stage before a live audience, and accordingly, Company may not and does not hereby grant to Publisher any grand rights hereunder.

b) Company specifically reserves to itself all so-called performance material rental (or "hire") and concert rights and the proceeds therefrom, as well as all English-language print and publication rights and the proceeds therefrom.

c) With respect to the Compositions, Publisher shall issue licenses to its affiliates and/or to companies under common ownership with Publisher on an "arms length" basis and on terms no more favorable to such company than those generally prevailing in the music publishing industry.

d) Publisher may not issue mechanical licenses at less than the then current statutory rate, or the rate fixed by industry practice and/or agreement, as applicable, without Company's prior written consent.

e) Publisher hereby agrees to issue and to enter into on behalf of Company any licenses with respect to the Compositions requested by Company upon such terms as Company may, in writing, designate so long as such licenses shall not be on terms more favorable to such licensee than those generally prevailing in the music publishing industry.

f) Except with regard to non-exclusive synchronization and mechanical licenses issued on terms customary in the music industry, Publisher shall not issue any licenses or enter into any agreements with respect to the Compositions for a term in excess of the balance of the then remaining Term of this Agreement without Company's prior written consent. Subject only to local industry-wide agreements relating to blanket synchronization licenses, Publisher shall advise Company in writing with respect to all requests for synchronization licenses and shall obtain Company's prior written consent with respect to same. If Publisher deems, in its best business judgment, that any usage of the Composition(s) proposed by a third party would not, under any circumstances, be acceptable to Company, then Publisher shall have the right to reject such request outright (i.e. without notification to Company) and shall have no obligation to notify Company of such rejected request.

g) Publisher shall not authorize the creation or use of foreign versions, translations and/or adaptations of the lyrics and/or melody of any of the Compositions or authorize changes, additions, deletions and/or substitutions of the said lyrics and/or melody without Company's prior written consent with respect to the foregoing, subject always to the rules and regulations of the applicable performing and mechanical right societies.

h) [deleted]

i) Publisher shall not exercise the "name and likeness" rights granted to it pursuant to Paragraph 3.1(c) hereof without Company's prior written consent. It is further understood and agreed that all photographs, likenesses, portraits, images, autograph facsimiles, and biographies to be used by Publisher as set forth in said Paragraph 3.1(c) shall be subject to Company's prior written approval; provided, however, that any of the above-mentioned materials supplied by Company to Publisher are hereby deemed approved.



j) Publisher shall not enter into so-called "merchandising agreements" and/or "commercial agreements" with respect to the Compositions without Company's prior written consent.

k) Company reserves the right to issue worldwide synchronization licenses for projects originating in the United States or Canada and Publisher shall not be entitled to any portion of the proceeds therefrom. With respect to requests for worldwide synchronization licenses for projects originating in the Territory, subject only to industry-wide agreements relating to blanket synchronization licenses, Publisher shall notify Company thereof and may issue synchronization licenses for any country in the Territory in accordance with this Agreement but Publisher shall have no right to include in any synchronization license any rights for the United States or Canada, such rights being expressly reserved to Company.

3.3 Collection Period.

a) Upon the expiration of the Term, except as otherwise provided herein, all rights shall automatically revert to Company without further formality.

b) Notwithstanding the expiration of the Term:

i) for a period of one (1) year after the expiration of the Term with respect to U.K. Gross Receipts, and for a period of two (2) years after the expiration of the Term with respect to Foreign Gross Receipts, Publisher shall have the exclusive and unlimited right to collect (subject to accountings hereunder) all monies earned and/or accrued with respect to the Compositions during the Term but not received during same; and

ii) Publisher may continue for a period of eighteen (18) months to sell its inventory of printed copies of the Compositions existing as of the date of expiration of the Term and exercise the rights granted to it pursuant to Paragraph 3.1(b) in connection therewith; provided that Publisher continues to account for and pay royalties on such sales; Publisher sells such copies at its regular wholesale

prices therefor and not as so-called "distress merchandise"; and that Publisher does not "stockpile" such copies in contemplation of such expiration date. In connection with the foregoing, promptly after the expiration of the Term, Publisher will forward to Company a verified list of Publisher's printed editions and the number of all printed copies and editions printed and/or published by Publisher and/or any third party entitled to exercise Publisher's print rights remaining on hand. Nothing contained herein shall be construed so as to prohibit Publisher from continuing to print, publish and sell copies of any printed editions therefrom and/or the substitution of other musical compositions therefor, and Company hereby consents to the foregoing;

- iii) if a Cover Recording (defined as a phonograph recording "initiated by Publisher" during the Term in any country of the Territory, all as set forth in Paragraph 6 below) shall be placed for any Composition on the locally recognized charts in any of the United Kingdom, France, Germany or Japan, Publisher shall be entitled to collect, for a period of one (1) year only after expiration of the Term, mechanical royalties derived from said Cover Recording and, after deduction of its Management Fee (as set forth in Paragraph 6 hereof), shall account for and pay to Company the balance of such mechanical royalties in accordance with Paragraph 11 below, provided that Publisher shall have the right to recoup from such mechanical royalties the amount of any unrecouped advance paid pursuant to Paragraph 8(b) or (c) of this Agreement. In the event Publisher is unable, because of the rules of any local mechanical right society, to collect monies due it pursuant to this Paragraph 3.3 (b)(iii), Company shall

cause such monies to be paid over to Publisher at the time Company is entitled to receive same in New York City.

c) In the event that, after the expiration of the periods set forth in subparagraph (b) above, Publisher receives monies applicable to the Compositions, Publisher shall promptly remit one hundred percent (100%) of such monies to Company or to Company's designee, but in the case of monies received from performing and mechanical right societies, record companies, video companies and other companies paying Publisher royalties on a regular basis, Publisher shall refund such monies to the society or company which has paid same with the appropriate notice.

3.4 Within a reasonable period following execution of this Agreement, Company shall furnish Publisher with all information available to Company regarding agreements with third parties effective prior to the first day of the Term. Publisher shall instruct its managing directors in each major country of the Territory to notify Company by March 15, 1989 whether (s)he has received from Company's former agent in such country all documents and information necessary for Publisher to exercise its rights hereunder.

3.5 All rights not granted by Company hereunder are specifically reserved by and to Company.

4. Outside Ventures.

Notwithstanding anything to the contrary contained herein, it is recognized that Company may venture into fields other than its music publishing business, and that no income or expenditures attributable to such ventures shall be taken into account under this Agreement (i.e. monies earned from such ventures shall not be collectable by Publisher hereunder and thus not included in Gross Receipts as hereinabove defined). If such ventures are undertaken, the decisions and responsibility therefor shall be made and assumed solely by Company and Publisher shall have no voice therein, responsibility therefor or right or power to interfere therewith. Such ventures may be operated as a division of Company and under Company's sole discretion and management.

5. Publisher's Obligations.

a) Publisher shall furnish Company (or cause Company to be provided) at Publisher's expense with and, except as herein to the contrary provided, pay and/or

arrange for managerial supervision and the services of such personnel and such facilities and overhead items as may be necessary to take care of Company's copyrighting, renewing copyrights, maintaining copyrights, bookkeeping, billing, accountings, licensing and exploitation and whatever other supervision, services, facilities and overhead items are generally provided by music publishing managers, with respect to the Compositions.

b) Publisher shall ensure that on each copy of the Compositions published by Publisher or its licensees including sheet music there shall be printed the correct notice of copyright prescribed by Company and Publisher shall take all reasonable steps to ensure that on the label of each recording of the Compositions shall be printed the correct notice of ownership.

c) Subject to Company's prior written consent, Publisher shall take any appropriate legal or other proceedings in the Territory that are in the bona fide good faith business judgment of Publisher necessary to protect and enforce the copyright in the Compositions and collect all sums due from exploitation of the same and Company agrees that it will give all reasonable assistance to Publisher in this respect. If, upon Publisher's recommendation, Company agrees that Publisher should institute such proceedings and so notifies Publisher, Publisher may sue in the name of Company as well as the name of Publisher or any permitted licensee or assign of Publisher should this be necessary or (in the opinion of Publisher's legal advisers) desirable. Company and Publisher shall contribute to the costs (including but not limited to legal expenses) incurred by or awarded against Publisher when taking legal or other proceedings to protect the copyright in the Compositions in the proportion they participate or would have participated in the Gross Receipts arising from the transaction which gives rise to such proceedings. The net proceeds (after deduction of legal and other reasonable expenses) recovered by Company or Publisher pursuant to any legal or other proceedings as aforesaid including any royalties and fees paid as a consequence of Publisher taking such legal or other proceedings shall be divided between Company and Publisher in the same proportion as are the costs as aforesaid. In the event that the costs incurred by or awarded against Publisher in respect of any particular proceedings taken by Publisher to protect the copyright in the Compositions shall exceed any proceeds recovered by Company or Publisher in such proceedings Company shall forthwith reimburse Publisher with the share of such costs payable by Company and if Company shall fail

to make such reimbursement Publisher shall be entitled to deduct the share of such costs payable by Company from advances, royalties and fees payable to Company hereunder.

d) In the event that Publisher declines to take legal or other proceedings in respect of the protection of the copyright in any particular Composition having been requested so to do by Company then Company may take such action as it deems necessary to protect the copyright in such Composition at its own expense. Publisher shall give all assistance to Company in this respect at Company's expense that Company reasonably requires. Any proceeds recovered by Company from any legal or other proceedings taken by Company as aforesaid shall be retained by Company.

e) Publisher or its licensee shall promptly supply Company with four (4) gratis copies (royalty free) of each printed edition embodying Compositions promptly after the publication of same.

f) [deleted]

g) Publisher shall, during the Term of this Agreement, conduct its business in substantially the same manner as it has during the two-year period immediately preceding the Term.

h) Publisher shall provide Company biannually with an "Exploitation Report" which shall be a comprehensive informational report detailing Publisher's efforts and activities in connection with the Compositions during the immediately preceding six (6) month period.

6. Management Fee.

For its services with respect to the Compositions, Publisher shall retain the following Management Fees, calculated as a percentage of Gross Receipts:

With respect to synchronization and English-language mechanical (or phonograph recording) licenses for any Composition, if initiated by Publisher, 30% (thirty percent);

With respect to foreign-language mechanical (or phonograph recording) licenses for any Composition, if initiated by Publisher, 40% (forty percent);

With respect to all other licenses issued hereunder for any Composition and all other Gross Receipts collected by Publisher hereunder, 12-1/2% (twelve and one-half percent).

Notwithstanding anything to the contrary herein contained, Publisher shall not be entitled to any Management Fee on Gross Receipts derived from print publications published hereunder. A license shall qualify as having been "initiated by Publisher" only if Publisher shall have notified Company in writing of such a license prior to initiating same and shall provide all documentation necessary to establish that such license was in fact initiated by Publisher.

Said Management Fees shall be applicable only with respect to Gross Receipts earned and/or accrued during the Term and shall not apply to monies earned and/or accrued prior to the Term.

7. Songwriter Royalties.

Company shall be solely responsible for and shall pay all royalties due to the writers of the Compositions; provided, however, that Publisher shall prepare and forward to Company on October 1 and April 1 of each year of the Term commencing with October 1, 1989 royalty statements for such songwriters in the manner and form required by Company for the preceding semiannual period, provided always that Company shall have submitted to Publisher all documents and/or information required by Publisher to prepare such statements.

8. Company Royalties.

a) Publisher shall pay to Company an amount equal to one hundred percent (100%) of the Gross Receipts remaining after deduction of

- i) Publisher's Management Fees in accordance with Paragraph 6 hereof; and
- ii) a sum equal to all Direct Costs.

All accountings hereunder shall be computed in accordance with generally accepted accounting principles consistently applied. With respect to that portion of Gross Receipts which constitutes the publisher's share of performance credits and fees, it is understood that the P.R.S. or other applicable performing rights society (the

"Society") shall be authorized and directed to allocate such credits and fees in respect of performances and broadcasts of the Compositions as follows:

6/12 to Publisher or an overseas subpublisher, as applicable, and

6/12 to the authors and composers of the Compositions.

Publisher shall use its best efforts to establish a separate account for the Compositions at each Society in each country of the Territory. Publisher shall include a report of such credits and fees in Publisher's semiannual reports to Company as provided in Paragraph 11 below.

b) As an advance against monies payable to Company pursuant to Paragraph 8(a) hereof, Publisher shall pay to Company the sum of £900,000 (NINE HUNDRED THOUSAND POUNDS STERLING) as follows:

£300,000 on January 1, 1989 or upon execution of this Agreement, whichever is the earlier;

£300,000 on January 1, 1990;

£300,000 on January 1, 1991.

Such advances shall be first deducted from monies due to Company hereunder and shall be non-refundable except as specifically provided herein. There shall be no pre-payment by Publisher of any of the advances referred to above.

c) If the amount of monies paid and payable to Company hereunder at the expiration of the Term shall not be at least £1,200,000 (ONE MILLION TWO HUNDRED THOUSAND POUNDS STERLING), Publisher shall pay to Company, upon the date of such expiration, an amount equal to the difference between £1,200,000 (ONE MILLION TWO HUNDRED THOUSAND POUNDS STERLING) and the amounts (including advances) paid and payable hereunder as of such date. Any amount paid by Publisher under this Paragraph 8(c) may be recouped against amounts due to Company pursuant to Paragraph 8(a) above.

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d) The advances and amounts payable to Company under Paragraphs 8(b) and (c) hereof shall be allocated as follows:

60% to Williamson Music International

40% to Williamson Music Company.

e) Notwithstanding the division of payments between Williamson Music International and Williamson Music Company as aforesaid it is confirmed that all payments paid to them pursuant to sub-clauses (b) and (c) above shall be fully cross-collateralized so that all such payments due to Company shall be recoupable from all royalties payable by Publisher regardless of to whom such payments were made and to whom such royalties are due.

9. [deleted]

10. [deleted]

11. Accountings.

11.1 [deleted]

11.2 Accounting. Publisher shall render and forward to Company true and complete semiannual accountings setting forth in detail Gross Receipts and deductions therefrom, and shall pay to Company any amounts shown thereby to be due within sixty (60) days of the close of the applicable semiannual accounting period.

Any and all monies due Company hereunder derived from the Western Hemisphere shall be made payable to the order of WILLIAMSON MUSIC COMPANY and sent to

598 Madison Avenue
New York, New York 10022

Attn: Maxyne Lang,
President



Any and all monies due Company hereunder derived from countries outside the Western Hemisphere shall be made payable to the order of WILLIAMSON MUSIC INTERNATIONAL and sent to

598 Madison Avenue
New York, New York 10022

Attn: Maxyne Lang,
President

11.3 Audit and Objection Rights.

a) At any time within three (3) years after any royalty statement is rendered to Company hereunder, Company shall have the right to give Publisher written notice of its intention to examine Publisher's books and records with respect to such statement. Such examination shall be made by an independent qualified accountant during Publisher's usual business hours at the place where Publisher maintains the books and records which relate to the statement or statements specified in Company's notice to Publisher and Company's examination shall be limited to the foregoing. Company shall have the right to make abstracts and/or copies of the books and records to which the foregoing examination relates but only with respect to the Compositions. Such examinations shall not be made more than once in any calendar year nor with respect to any particular statement. In the event that such an examination shall take place Company shall procure that one (1) copy of all reports prepared as a result thereof shall forthwith be sent without cost to Publisher by the person or persons responsible for preparing the same.

b) Upon Company's reasonable request, Publisher shall employ outside third party auditors acceptable to Company to audit any unaffiliated third party with whom Publisher has a contractual relationship concerning the Compositions, subject to Publisher's contractual rights and limitations. Any costs incurred with respect to same shall be deemed a Direct Cost hereunder and any recovery in connection therewith shall be deemed to be Gross Receipts hereunder divided in accordance with this Agreement.

11.5 Confidentiality.

Company and Publisher acknowledge to each other that their respective books and records contain confidential trade information. Neither Company nor Publisher nor their

respective representatives will at any time communicate to others or use on behalf of any other person any facts or information contained in Company's or Publisher's respective books and records except as may be required pursuant to a valid order and/or subpoena issued by a court of competent jurisdiction.

11.6 Blocked Funds.

Publisher's liability to make payments hereunder shall be subject to local laws and regulations of the countries of the Territory pertaining to the making of payments hereunder and Publisher at its expense shall apply for all government approvals necessary to make such payments. Company and Publisher shall cooperate and do all things necessary in the gaining of such approvals. In countries where currency restrictions or any government or legal action, civil or military intervention, or any other reason beyond Publisher's control, prevents the remittance of the whole or any part of any payment due, any payment (or part thereof) not remitted but which can be paid in said country shall upon the written request of Company be held in an account to be nominated by Company in the country concerned subject to the laws of such country and of the Territory or, at Company's election, Publisher shall turn over such blocked monies to Company's designee in the country in which such blocked funds are located. Accounts for such blocked monies shall be furnished to Company in the normal way but such monies shall not be used to recoup advances paid pursuant to this Agreement unless and until they are paid over to Company as herein provided or to Company's designee in such country or countries. Publisher will use all reasonable endeavors to recover monies due from its overseas subpublishers.

11.7 Government Restrictions

Publisher may deduct or authorize the deduction from royalty payments of any sums which may be demanded from Publisher or its licensees in respect of the remittance of such payments by the governments or other fiscal authorities of the respective countries in which the Compositions are exploited. In such event Publisher shall supply Company such information or documentation as may be available to Publisher together with confirmation as to the sums so demanded and paid. Publisher shall cooperate with Company to apply for and obtain whatever exemptions may be available from such deductions or refunds thereof.

12. Representations and Warranties.

12.1 Company's Representations and Warranties.

Company represents and warrants to Publisher that:

a) Company has the full right, power and authority to enter into this Agreement, make the warranties made herein and grant to Publisher all of the rights herein granted;

b) Company has neither performed nor will it perform any act which will deprive Publisher of any rights herein granted;

c) The Compositions are original and do not and shall not infringe upon the copyright, property, privacy, or other rights of any person or entity not a party to this Agreement;

d) No exercise of any such rights by Publisher in accordance with this Agreement shall infringe upon the copyright or any other rights of any third party and, except with respect to licenses issued by Publisher at Company's request pursuant to Paragraph 3.2(c) hereof, no other party has to date or will, at any time, be granted any rights in and to the Compositions which would in any way diminish or impair Publisher's rights hereunder;

e) [deleted]

f) Company authorizes Publisher to index the Compositions with the Society in the name of Publisher and to claim one hundred percent (100%) of the publisher's share of performing fees in respect of the Compositions, subject, however, to its payment of royalties hereunder;

g) Company has received no notice of any suit, claim, action or other legal or administrative proceeding involving the Compositions or the writers thereof now pending, and is not aware of any threat thereof or any basis therefor which would prevent Company from granting the rights or any of them to Publisher as specified herein.

h) Company has fully complied and shall fully comply with all of the terms and conditions of its agreements, if any, with the writers and/or other owners of the Compositions and is not and shall not be in breach thereof.

12.2 Publisher's Representations and Warranties.

Publisher represents and warrants to Company and agrees that:

a) Publisher has the full right, power and authority to enter into this Agreement and to make the warranties made herein.

b) Publisher has neither performed, nor will it perform any act which will deprive Company of any rights with respect to the Compositions herein granted.

c) Publisher shall not discriminate between the Compositions and other musical compositions in its catalog on a composition-by-composition basis or on a catalog-by-catalog basis, and shall treat the Compositions no less favorably than it treats other musical compositions or catalogues of musical compositions under its control. In connection with the foregoing Publisher shall use reasonable efforts to promote and exploit the Compositions, and shall make and distribute, at its own expense (which shall not be deductible as a Direct Cost hereunder), for promotional purposes, a minimum of two compact discs each bearing a selection of Compositions (subject always to the rights to the sound recordings being available for such purposes), the duration of each compact disc and the selection of Compositions to be jointly determined by Company and Publisher. In addition, Publisher shall cooperate with Company's designated English-language print publishers in the Territory in connection with the promotion and exploitation of the Compositions.

13. Indemnification. Company and Publisher shall at all times indemnify each other, their respective assigns, and licensees, and hold them free and harmless from and against any and all claims, losses, damages, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of, connected with, or resulting from the breach of any of Company's or Publisher's respective covenants, undertakings, representations or warranties made in this Agreement which results in a judgment against Publisher or Company, as applicable, and/or their respective licensees and/or assigns, or is settled with the prior written consent of the indemnifying party. Publisher or Company, as applicable, shall give each other, as applicable, prompt notice of any claim to which the foregoing indemnification relates and Publisher or Company, as applicable, shall each have the right to join in the

defense of such claim, at its own cost and expense, and with counsel of its choice, but the indemnifying party shall have the right (but not the obligation), at its expense, to control the defense of any claim for which it provides an indemnification hereunder.

14. Injunction. The right to exploit the Compositions is of unique, exceptional and extraordinary value, and in the event of any breach by either party of its undertakings or obligations under this Agreement, which breach is not cured within the time period set forth in Paragraph 18.2 hereinbelow, either party shall be entitled to seek injunctive relief to enforce the same in addition to any other remedies available to them.

15. Termination of Agreement. a) If Publisher

i) shall fail to make any payment or render any statement when due as provided hereunder; or

ii) shall fail or refuse to perform or observe any other of the terms and conditions of this Agreement; or

iii) shall cease to be a member of the Thorn EMI group as currently constituted; or

iv) shall undergo a change of its management during the first year of the Term (i.e. before 31st December 1989) so that at least one (1) of the following should cease to work for Publisher: any of the Directors of Publisher as of the date hereof and the President of Screen Gems-EMI Music, Inc. and the Managing Director of Francis, Day & Hunter GMBH as of the date hereof; or

v) shall avail itself of any bankruptcy laws or shall be the subject of any involuntary bankruptcy proceeding or shall go into liquidation or become insolvent or make an assignment for the benefit of creditors or shall be put into receivership and the appointment of a receiver shall not be vacated within a period of 20 days;

then and in any such event, subject to Paragraph 18.2 hereof, Company shall have the option to terminate all

grants of rights by it to Publisher hereunder (including any rights to collect Gross Receipts during the periods described in Paragraph 3.3(b) above) by notice in writing and upon such termination, all such rights shall revert to Company absolutely, free from any claims by Publisher, and all payments theretofore made to Company shall be retained by Company, provided that if and only if Company shall effect a termination pursuant to Paragraph 15(a)(iii) or (iv) hereof and if Publisher shall not, at the effective date of such termination, have recouped any advances paid pursuant to Paragraph 8(b) or (c) above, Company shall pay to Publisher, within thirty (30) days of such termination pursuant to Paragraph 15(a)(iii) or (iv), a sum equal to the amount of any such advances which shall then be unrecouped.

Any termination pursuant to this Paragraph 15 shall be without prejudice and in addition to any and all rights and remedies Company and Publisher shall have at law or in equity, or as otherwise provided in this Agreement, and shall not relieve Publisher or Company of the obligation to pay any sums payable to Company hereunder.

(b) Promptly after the expiration or termination of the Term of this Agreement (insofar as Publisher has not theretofore delivered the same to Company pursuant to the terms hereof), Publisher shall deliver to Company or Company's designee, at Company's sole cost and expense (i) all licenses, agreements and copyright records relating to the Compositions (or photostat or Xerox copies thereof); (ii) all books and records with respect to matters covered by this Agreement (or photostat or Xerox copies thereof); (iii) all other records relating to the Compositions (or photostat or Xerox copies thereof); and (iv) all other materials related to the Compositions, under Publisher's or Publisher's licensees' custody and/or control, including printed matter, artwork and publications used in connection with the Compositions.

16. Further Documents and Acts. Company and/or Publisher, as applicable, shall execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, all such further instruments or documents, and shall perform all such further acts, as may be reasonably necessary to effectuate the terms and provisions hereof.

17. Independent Contractors. Company's and Publisher's status hereunder shall be that of independent contractors and nothing herein shall create, expressly or implicitly, a partnership, joint venture or other association between the parties.

18. Miscellaneous.

18.1 Notices Except with respect to royalty statements, which shall be governed by the provisions of Paragraph 11.2 above, any notice, consent, approval, demand, or other communication to be given or sent to the other party hereunder must be in writing and shall be deemed to have been duly given or sent if personally delivered (with a receipt in evidence thereof) or if sent by registered or certified mail, return receipt requested, to such party at the address set forth above. Copies of any notice of any claim or action against Company shall be sent to:

Lawrence B. Bittenwieser, Esq.
Rosenman & Colin
575 Madison Avenue
New York, New York 10022

and

Philip Zimet, Esq.
Zimet, Haines, Moss & Friedman
460 Park Avenue
New York, New York 10022

or at such other address or addresses as either party may designate to the other by like notice. Except as otherwise herein stated, a date three (3) days after mailing if mailed in the country of destination or seven (7) days after mailing if mailed outside the country of destination, or the date of actual personal delivery of any such communication shall be deemed the date upon which such communication was given or sent. Notice of change of address shall be effective only from its date of receipt. Notices sent to Publisher pursuant to the terms hereof shall be marked to the attention of the Business Affairs Manager.

18.2 Cure Period. Except as set forth to the contrary herein, neither party shall be entitled to recover damages or to terminate the Term of this Agreement by reason of any breach by the other party of its material obligations hereunder unless such breaching party has failed to remedy such breach within thirty (30) days following receipt of the injured party's notice of such breach.

18.3 Integration and Amendment. This Agreement is the entire Agreement between the parties with respect to the subject matter hereof. This Agreement may be amended only by a written instrument executed by the parties. If any

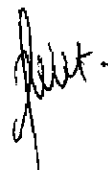
part of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the balance of this Agreement.

18.4 Waivers. A waiver by any party of any term or condition of this Agreement must be in writing and shall not in any instance be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation, or agreement of any party.

18.5 Assignment. The rights, benefits and obligations in this Agreement are not assignable by any party except with the consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties' respective executors, administrators, licensees and assigns.

18.6 Consents. Except as otherwise specifically stated to the contrary herein, any and all consents and/or approvals hereunder may be withheld for any reason. Any material supplied by Company to Publisher pursuant to Paragraph 3.2(i) hereof or otherwise are deemed approved.

18.7 Headings. The headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation hereof.



18.8 Governing Law. This Agreement shall be construed under and governed by the laws of England and the High Court of Justice in England shall be the court of jurisdiction governing this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective at and as of the date and year first above written.

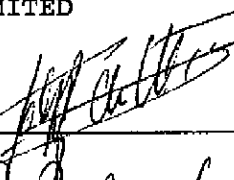
WILLIAMSON MUSIC INTERNATIONAL

EMI MUSIC PUBLISHING
LIMITED

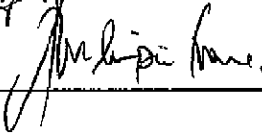
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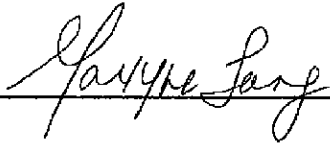


BY



WILLIAMSON MUSIC COMPANY

BY



SCHEDULE A

To

AGREEMENT DATED AS OF JANUARY 1, 1989

BY AND AMONG

WILLIAMSON MUSIC COMPANY, WILLIAMSON MUSIC INTERNATIONAL

AND

EMI MUSIC PUBLISHING LIMITED

SCHEDULE A

<u>TITLE/SHOW</u>	<u>WRITER</u>	<u>YEAR</u>	<u>PUBLISHER</u>
ACRES OF PRISONERS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AFRICAN WAR IS OVER (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AFTER HITLER, WHAT (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AFTERMATH (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AFTER THE BOMB (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AIM FOR HEAVEN (FOR HEAVEN'S SAKE!)	HELEN KROMER FREDERICK SILVER	1961	WILLIAMSON
AIRBORNE INFANTRY (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AIR DETECTION OF SUBS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AIR STRENGTH (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
ALARM (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
ALL AT ONCE YOU LOVE HER (PIPE DREAM)	RODGERS/HAMMERSTEIN	1955	WILLIAMSON
ALL BRITAIN WORKS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
ALL ER NOTHIN' (OKLAHOMA)	RODGERS/HAMMERSTEIN	1943	WILLIAMSON
ALL KINDS OF PEOPLE (PIPE DREAM)	RODGERS/HAMMERSTEIN	1955	WILLIAMSON
ALL THROUGH THE DAY (CENTENNIAL SUMMER)	OSCAR HAMMERSTEIN JEROME KERN	1946	WILLIAMSON
ALLEGRO (ALLEGRO)	RODGERS/HAMMERSTEIN	1947	WILLIAMSON
ALLELUIA (THE SOUND OF MUSIC)	RODGERS/HAMMERSTEIN	1959	WILLIAMSON

Unless otherwise indicated, Company (WILLIAMSON) owns 100% of the publishing rights in the Territory

ALLIED ARMADA AT SICILY (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
ALLIED ROCKETS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
ALLIES ON THE MARCH (VICTORY AT SEA)	RICHARD RODGERS	1954	WILLIAMSON
ALTMARK FOUND (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE AMERICAN IDEA (TV PROD.)	RICHARD RODGERS	1972	WILLIAMSON
AMERICANS ARRIVE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AMERICAN ARSENAL (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AMERICAN BOMBERS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AMERICAN DESTROYERS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE AMISH (THE AMERICAN IDEA)	RICHARD RODGERS	1972	WILLIAMSON
AN OLD MAN (TWO BY TWO)	RICHARD RODGERS/ MARTIN CHARNIN	1970	WILLIAMSON
AN ORTHODOX FOOL (NO STRINGS)	RICHARD RODGERS	1962	WILLIAMSON
ANDROCLES AND THE LION (TV PROD.)	RICHARD RODGERS	1967	WILLIAMSON
ANGER ERUPTS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
ANNE'S LAMENT	NELSON GARRINGER/ FREDERICK SILVER	1961	WILLIAMSON
ANOTHER SIDE OF THE PICTURE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
ANZIO LANDING (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON

APPREHENSION (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE APPROACHING ENEMY (VICTORY AT SEA)	RICHARD RODGERS	1954	WILLIAMSON
APRIL SNOW (UP IN CENTRAL PARK)	DOROTHY FIELDS SIGMUND ROMBERG	1944	WILLIAMSON
ARENA PANTOMIME (ANDROCLES AND THE LION)	RICHARD RODGERS	1967	WILLIAMSON
ARK ROYAL (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
ARMADA IN REVIEW (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
ARMED SERVICE MARCH (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
ARSENAL OF DEMOCRACY (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AS FAR AS I'M CONCERNED (TWO BY TWO)	RICHARD RODGERS/ MARTIN CHARNIN	1970	WILLIAMSON
AS ONCE I LOVED YOU (REX)	RICHARD RODGERS/ SHELDON HARNICK	1976	WILLIAMSON 50% MAYERLING 50%
ASIA FOR THE ASIANS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AT CARTHAGE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AT SEA (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AT THE FIELD OF CLOTH OF GOLD (REX)	RICHARD RODGERS/ SHELDON HARNICK	1976	WILLIAMSON 50% MAYERLING 50%
AT THE SPHYNX (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AT YOUR SERVICE (PUSS IN BOOTS)	EVAN THOMPSON JOAN SHEPARD JOHN CLIFTON	1970	WILLIAMSON
THE ATLANTIC CHARTER (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON

ATLANTIC CONVOY (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE AUDITION (ME AND JULIET)	RODGERS/HAMMERSTEIN	1953	WILLIAMSON
AWAITING OUTCOME (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
AWAY FROM YOU (REX)	RICHARD RODGERS/ SHELDON HARNICK	1976	WILLIAMSON 50% MAYERLING 50%
BACK BEATING (FLOWER DRUM SONG)	RODGERS/HAMMERSTEIN	1959	WILLIAMSON
BAD TIDINGS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BAGDAD BAD (THE THIEF OF BAGDAD)	CHRISTOPHER CABLE LEW KESLER	1969	WILLIAMSON
BALI HA'I (SOUTH PACIFIC)	RODGERS/HAMMERSTEIN	1949	WILLIAMSON
BARBARA FRIETCHIE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BARNARD! BARNARD!	RICHARD RODGERS	1964	WILLIAMSON
THE BATTLE FOR LEYTE GULF (VICTORY AT SEA)	RICHARD RODGERS	1954	WILLIAMSON
BATTLE FOR TOBRUK (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BATTLE OF BRITAIN (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BATTLE OF CRETE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE BATTLE OF SICILY (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BATTLE OF TARANTO (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BE MY HOST (NO STRINGS)	RICHARD RODGERS	1962	WILLIAMSON
BEAT OUT DAT RHYTHM ON A DRUM (CARMEN JONES)	OSCAR HAMMERSTEIN	1943	WILLIAMSON

THE BEAUTY QUEEN (SURE AS YOU'RE BORN)	HELEN KROMER GENE BENTON	1967	WILLIAMSON
BEHOLD A HELPLESS, TENDER BABE	FREDERICK SILVER	1961	WILLIAMSON
THE BELGIAN FRONT (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
A BELL IS NO BELL (THE SOUND OF MUSIC) (SEE: SIXTEEN GOING ON SEVENTEEN)			
BELOVED MARRAKESH (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BENEATH THE SOUTHERN CROSS (VICTORY AT SEA)	RICHARD RODGERS	1954	WILLIAMSON
BERLIN COLLAPSES (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE BIG BACK YARD (UP IN CENTRAL PARK)	DOROTHY FIELDS SIGMUND ROMBERG	1944	WILLIAMSON
BIG BLACK GIANT (ME AND JULIET)	RODGERS/HAMMERSTEIN	1953	WILLIAMSON
BILLY AND JULIE (CAROUSEL)	RODGERS/HAMMERSTEIN	1945	WILLIAMSON
THE BISMARCK (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BISMARCK IS HURT (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BISMARCK SIGHTED (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BISMARCK SUNK (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BLITZKRIEG (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BLOODY MARY (SOUTH PACIFIC)	RODGERS/HAMMERSTEIN	1949	WILLIAMSON
BLOW HIGH, BLOW LOW (CAROUSEL)	RODGERS/HAMMERSTEIN	1945	WILLIAMSON

BOGGED DOWN (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BOMBERS LIMP HOME (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BOMBING OF MALTA (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BOSS MAY I HAVE A RAISE (ME AND JULIET)	RODGERS/HAMMERSTEIN	1953	WILLIAMSON
BOUNDLESS ENERGY (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BOYS AND GIRLS LIKE YOU AND ME (OKLAHOMA)	RODGERS/HAMMERSTEIN	1943	WILLIAMSON
BRITAIN ALONE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BRITAIN PREPARES (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BRITAIN SURVIVES THE BLITZ (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BRITISH CONVOYS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BRITISH DEFENSE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BRITISH FLEET IN EGYPT (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BRITISH GET DESTROYED (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BRITISH INTELLIGENCE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BRITISH RE-GROUP AT CRETE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BRITISH SCORN THE BOMBS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BRITISH SECURITY (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON

THE BRITISH WAIT (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BRITONS MISINFORMED (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
BRITONS REJOICE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE BROTHER DEPARTMENT (TWO BY TWO)	RICHARD RODGERS/ MARTIN CHARNIN	1970	WILLIAMSON
BUM'S OPERA (PIPE DREAM)	RODGERS/HAMMERSTEIN	1955	WILLIAMSON
BURMA CURTAIN (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE BURMA STAR (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE BUTCHERY (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CALAIS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CALL IT LOVE (THE LITTLEST CLOWN)	CHRISTOPHER CABLE LEW KESLER	1967	WILLIAMSON
CAN'T KILL OUR SPIRITS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CARD SONG (CARMEN JONES)	OSCAR HAMMERSTEIN	1943	WILLIAMSON
CAREFULLY TAUGHT (SOUTH PACIFIC) (SEE: YOU'VE GOT TO BE CAREFULLY TAUGHT)			
CARMEN JONES IS GOIN' TO JAIL (CARMEN JONES)	OSCAR HAMMERSTEIN	1943	WILLIAMSON
CAROUSEL IN THE PARK (UP IN CENTRAL PARK)	DOROTHY FIELDS SIGMUND ROMBERG	1945	WILLIAMSON
THE CAROUSEL WALTZ (CAROUSEL)	RICHARD RODGERS	1945	WILLIAMSON
CARRIE AND MR. SNOW (CAROUSEL)	RODGERS/HAMMERSTEIN	1945	WILLIAMSON

CASABLANCA MEETING (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CASSINO MAY 1944 (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CATHERINE (REX)	RICHARD RODGERS/ SHELDON HARNICK	1976	WILLIAMSON 50% MAYERLING 50%
CAUGHT ON MY COMPLEX (FOR HEAVEN'S SAKE)	HELEN KROMER FREDERICK SILVER	1961	WILLIAMSON
CENSURE DEFEATED (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CHARGE OF THE LIGHT BRIGADE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE CHASE (REX)	RICHARD RODGERS/ SHELDON HARNICK	1976	WILLIAMSON 50% MAYERLING 50%
CHEQUERS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CHILDREN EVACUATED (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CHILDREN'S DANCE (ALLEGRO)	RICHARD RODGERS	1947	WILLIAMSON
CHOP SUEY (FLOWER DRUM SONG)	RODGERS/HAMMERSTEIN	1958	WILLIAMSON
THE CHOPIN HEART (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CHRISTMAS AT HAMPTON COURT (REX)	RICHARD RODGERS/ SHELDON HARNICK	1976	WILLIAMSON 50% MAYERLING 50%
CHURCHILL AND LORD GORT (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CHURCHILL HAS PNEUMONIA (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CHURCHILL IN PARLIAMENT (THE VALIANT YEARS)	RODGERS	1961	WILLIAMSON
CHURCHILL IS ILL (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON

CHURCHILL IS OUT (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CHURCHILL LEAVES (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE CHURCHILL STORY (SEE: THE VALIANT YEARS)			
CHURCHILL THE FIGHTER (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CINDERELLA MARCH/PIANO SOLO (CINDERELLA)	RICHARD RODGERS	1957	WILLIAMSON
CINDERELLA STORY	BOB RUSSELL JOSEPH MEYER	1944	WILLIAMSON
CINDERELLA WALTZ (CINDERELLA)	RICHARD RODGERS	1957	WILLIAMSON
CIRCUS TIME (THE LITTLEST CLOWN)	CHRISTOPHER CABLE LEW KESLER	1967	WILLIAMSON
CLIMAX AT TOBRUK (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CLIMB EV'RY MOUNTAIN (THE SOUND OF MUSIC)	RODGERS/HAMMERSTEIN	1959	WILLIAMSON
CLOSE AS PAGES IN A BOOK (UP IN CENTRAL PARK)	DOROTHY FIELDS SIGMUND ROMBERG	1944	WILLIAMSON
A COCK-EYED OPTIMIST (SOUTH PACIFIC)	RODGERS/HAMMERSTEIN	1949	WILLIAMSON
COLORS OF AMERICA (THE AMERICAN IDEA)	RICHARD RODGERS	1972	WILLIAMSON
COME HOME (ALLEGRO)	RODGERS/HAMMERSTEIN	1947	WILLIAMSON
COMMANDO EXERCISE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
COMMON ENEMY - JAPAN (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
COMMUNISM STARTS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON

THE CONFERENCE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CONFERENCE CONCLUDED (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CONFIDENCE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE CONQUEST OF MICRONESIA (VICTORY AT SEA)	RICHARD RODGERS	1954	WILLIAMSON
A CONTINUED BOMBING (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CONVOY ATTACKS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CORPORAL HITLER (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
CORREGIDOR (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE COVENANT (TWO BY TWO)	RICHARD RODGERS/ MARTIN CHARNIN	1970	WILLIAMSON
CURRIER AND IVES (UP IN CENTRAL PARK)	DOROTHY FIELDS SIGMUND ROMBERG	1945	WILLIAMSON
D-DAY (VICTORY AT SEA)	RICHARD RODGERS	1953	WILLIAMSON
D-DAY (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
D-DAY CONFIRMED (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
D-DAY MINUS ONE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DANCE IN THE ALLEY (ME AND JULIET)	RICHARD RODGERS	1953	WILLIAMSON
DANGER DOWN DEEP (VICTORY AT SEA) (SEE: SEALING THE BREACH)	RICHARD RODGERS	1961	WILLIAMSON
DARIO'S OVERTURE (ME AND JULIET)	RICHARD RODGERS	1953	WILLIAMSON

DAT'S LOVE (CARMEN JONES)	OSCAR HAMMERSTEIN	1943	WILLIAMSON
DAT'S OUR MAN (CARMEN JONES)	OSCAR HAMMERSTEIN	1943	WILLIAMSON
THE DAY I SAY I DO (FEATHERTOP)	MARY RODGERS MARTIN CHARNIN	1961	WILLIAMSON
DAYLIGHT RAID (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DEAR FRIEND (5TH WAR LOAN DRIVE)	RODGERS/HAMMERSTEIN	1944	WILLIAMSON
DEAR JANE (REX)	RICHARD RODGERS/ SHELDON HARNICK	1976	WILLIAMSON 50% MAYERLING 50%
DEAR WINSTON (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DEATH AND DEBRIS (VICTORY AT SEA)	RICHARD RODGERS	1954	WILLIAMSON
DEATH AND DESTRUCTION (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE DEATH OF ME! (TWO BY TWO)	RICHARD RODGERS/ MARTIN CHARNIN	1970	WILLIAMSON
DECISION AT LAST (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DECISIVE VICTORY (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DEGAULLE IN LONDON (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DENMARK STRAIT (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DERE'S A CAFE ON DE CORNER (CARMEN JONES)	OSCAR HAMMERSTEIN	1943	WILLIAMSON
DESIGN FOR PEACE (VICTORY AT SEA)	RICHARD RODGERS	1953	WILLIAMSON
DESIGN FOR WAR (VICTORY AT SEA)	RICHARD RODGERS	1953	WILLIAMSON

DICTATORS BEGIN (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
THE DIE IS CAST (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DIPLOMA (ALLEGRO)	RODGERS/HAMMERSTEIN	1947	WILLIAMSON
DIS FLOWER (CARMEN JONES)	OSCAR HAMMERSTEIN	1943	WILLIAMSON
DITES-MOI (SOUTH PACIFIC)	RODGERS/HAMMERSTEIN	1949	WILLIAMSON
DO I LOVE YOU BECAUSE YOU'RE BEAUTIFUL (CINDERELLA)	RODGERS/HAMMERSTEIN	1957	WILLIAMSON
DO-RE-MI (THE SOUND OF MUSIC)	RODGERS/HAMMERSTEIN	1959	WILLIAMSON
THE DOLPHINS	NELSON GARRINGER FREDERICK SILVER	1961	WILLIAMSON
DOMINATION OF THE SEAS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DON'T ARGUE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DON'T BE AFRAID OF AN ANIMAL (ANDROCLES AND THE LION)	RICHARD RODGERS	1967	WILLIAMSON
DON'T LOSE YOUR HEAD (EXODUS AND EASTER)	ROBERT D. HOCK FREDERICK SILVER	1966	WILLIAMSON
DON'T MARRY ME (FLOWER DRUM SONG)	RODGERS/HAMMERSTEIN	1958	WILLIAMSON
THE DOOR OPENED	HOWARD GUSTAFSON (a/k/a BART HOWARD)	1952	WILLIAMSON
D'ORSAY PALACE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DREAM BALLET (FLOWER DRUM SONG)	RODGERS/HAMMERSTEIN	1958	WILLIAMSON
DUCE BANISHED (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON

DUCK TAKES OFF (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DUET FOR STONE LIONS	NELSON GARRINGER FREDERICK SILVER	1961	WILLIAMSON
DUNKIRK (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
DUNKIRK BEACH (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
EAGER BEAVER (NO STRINGS)	RICHARD RODGERS	1962	WILLIAMSON
EASTER (EXODUS AND EASTER)	ROBERT D. HOCK FREDERICK SILVER	1966	WILLIAMSON
EASY COME, EASY GO (FEATHERTOP)	MARY RODGERS MARTIN CHARNIN	1961	WILLIAMSON
AN EASY PREY (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
EDELWEISS (THE SOUND OF MUSIC)	RODGERS/HAMMERSTEIN	1959	WILLIAMSON
EIGHTH ARMY ADVANCES (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
ELIZABETH (REX)	RICHARD RODGERS/ SHELDON HARNICK	1976	WILLIAMSON 50% MAYERLING 50%
THE EMPEROR'S THUMB (ANDROCLES AND THE LION)	RICHARD RODGERS	1967	WILLIAMSON
END OF COLLEGE DANCE (ALLEGRO)	RODGERS/HAMMERSTEIN	1947	WILLIAMSON
END IS SURE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
END OF NAZIS (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
END OF THE SPEE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON
END OF THE "U" BOAT MENACE (THE VALIANT YEARS)	RICHARD RODGERS	1961	WILLIAMSON