Exhibit CCMG-10B

MEMBERSHIP EXTENSION AGREEMENT

American Society of Composers,
Authors and Publishers
ASCAP Building
One Lincoln Plaza
New York, New York 10023

Ladies and Gentlemen:

With respect to the membership agreement (*"the Agreement"*) entered into between us (hereinafter *"Owner"* and *"Society,"* respectively) for periods through December 31, 1995, *Owner* and *Society* hereby agree to extend the *Agreement* for all purposes for a further period commencing January 1, 1996, subject to the following:

1. Paragraph 2 of the *Agreement* is hereby amended to read as follows:

"2. The term of this *Agreement* shall be for a period commencing on the date hereof and continuing indefinitely thereafter unless terminated by either party in accordance with the Articles of Association."

2. The final clause of Paragraph 7 of the *Agreement* is hereby amended to read as follows:

"7. . . . in accordance with the system of apportionment and distribution of royalties as determined by the Board of Directors in accordance with the Articles of Association as they may be amended from time to time."

3. Paragraph 8 of the *Agreement* is hereby amended to read as follows:

"8. The *Owner* agrees that the apportionment and distribution of royalties by the *Society* as determined from time to time by the Board of Directors of the *Society,* in case of appeal by him, shall be final, conclusive and binding upon him.

"The *Society* shall have the right to transfer the right of review of any apportionment and distribution of royalties from the Board of Directors to any other agency or instrumentality that in its discretion and good judgment it deems best adapted to assuring to the *Society's* membership a just, fair, equitable and accurate apportionment and distribution of royalties.

"The *Society* shall have the right to adopt from time to time such systems, means, methods and formulae for the establishment of a member's apportionment and distribution of royalties as will assure a fair, just and equitable distribution of royalties among the membership."

Sincerely, ARIOSE MUSIC GROUP INC

(MUST BE SIGNED BY AN OFFICER)

By: _____
Signature

STEVE RICE, VICE-PRESIDENT
Print name and title if applicable

Date: 12/14/95

ACCEPTED:
AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: _____
President and Chairman of the Board