Exhibit UMPG-47B

EXHIBIT FILED UNDER SEAL

Copyright Office of the United States

THE LIBRARY OF CONGRESS

Certificate of Recordation

THIS IS TO CERTIFY THAT THE ATTACHED DOCUMENT WAS RECORDED IN THE COPYRIGHT OFFICE ON THE DATE AND IN THE PLACE SHOWN BELOW.

THIS CERTIFICATE IS ISSUED UNDER THE SEAL OF THE COPYRIGHT OFFICE.

DATE OF RECORDATION	
4Feb97	
VOLUME	PAGE
3400	168
VOLUME	PAGE

UNITED STATES COPYRIGHT OFFICE * THE LIBRARY OF CONGRESS *

OFFICIAL SEAL

Marybeth Peters

Register of Copyrights and Associate Librarian for Copyright Services

Certificate of Recordation
C-762 August 1994—50,000

State of Delaware

Office of the Secretary of State

V3400 D168

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MCA INC.", CHANGING ITS NAME FROM "MCA INC." TO "UNIVERSAL STUDIOS, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF DECEMBER, A.D. 1996, AT 9 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.

Edward J. Freel, Secretary of State

0529616 8100

960358707

AUTHENTICATION: 8227940

DATE: 12-09-96

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
MCA INC.

* * *

Pursuant to Section 242 of the
General Corporation Law of the State of Delaware

MCA INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (hereinafter called the "Corporation"), DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Corporation (the "Board") filed with the minutes of the Corporation duly adopted resolutions setting forth a proposed amendment to the Restated Certificate of Incorporation of said Corporation, declaring said amendment to be advisable and proposing such amendment to the sole stockholder of the Corporation for such stockholder's consideration and approval. The resolutions setting forth the proposed amendment and the approval of such submission to the sole stockholder are as follows:

> "RESOLVED, that the Board of Directors hereby deems it advisable and in the best interests of the Corporation and its stockholder that Article FIRST of the Restated Certificate of Incorporation of the Corporation (the "Charter") be amended in full to read as follows:
>
> 'FIRST:
>
> The name of the corporation is Universal Studios, Inc.'

RESOLVED FURTHER, that the foregoing amendment to the Charter be, and the same hereby is, approved and adopted, subject to the approval of such amendment by the sole stockholder of the Corporation.

RESOLVED FURTHER, that the submission of the foregoing amendment for approval by the sole stockholder of the Corporation be, and the same hereby is, approved."

SECOND: That thereafter, by written consent filed with the minutes of the Corporation, the sole stockholder of the Corporation approved said amendment as adopted by the Board.

THIRD: That the foregoing amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said MCA INC. has caused this certificate to be signed by Karen Randall, Senior Vice President and General Counsel of the Corporation, and attested by Michael Samuel, Secretary of the Corporation, this 9th day of May, 1996.

MCA INC.

By: Karen Randall
Name: Karen Randall
Title: Senior Vice President and General Counsel

ATTEST:

By: _____
Michael Samuel, Secretary

U:\WMRM\CA\BEA\INCA\KND.CER

RECEIVED
MAR 1 8 1997
ED ARROW

MEMORANDUM

DATE	March 14, 1997
TO	David Renzer
FROM	Debra Clauss
EXTENSION	7-3119
SUBJECT	DBA FILINGS
COPIES	w/atts.: E. Arrow, G. Lapidus; f: registrants; x: DBA file

This is to inform you that the following d/b/a (fictitious business name) filings have been made:

Fictitious Name	Registrant	File Date/Place
MCA MUSIC	Universal Studios, Inc.	12.20.96 - L.A. County
MCA MUSIC PUBLISHING	Universal Studios, Inc.	12.20.96 - L.A. County
MCA PUBLISHING RIGHTS	Universal Studios, Inc.	12.20.96 - L.A. County

Attached are photocopies of the certified copies of these filings.

Each name as filed is good for 5 years and will be appropriately calendared for follow up before December, 2001.

dc

dc
Atts.

RECORDING REQUESTED BY AND MAIL TO:

CALIFORNIA NEWSPAPER SERVICE BUREAU
P.O. BOX 54026
LOS ANGELES, CA 90054-0310

96 2061552

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
9:21 AM DEC 20 1996

PLEASE PRINT OR TYPE SEE REVERSE FOR INSTRUCTIONS FEE 310

A. MAIL FILED DOCUMENTS TO:
NAME Sharon S. Garcia
ADDRESS Universal Studios, Inc.
100 Universal City Plaza
CITY Universal City STATE CA ZIP 91608
PHONE (818) 777-1061

B. PUBLISH IN NEWSPAPER:

COUNTY CLERK'S FILING STAMP

☒ First Filing ☐ Renewal Filing
Current Registration No.

FICTITIOUS BUSINESS NAME(S)

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:

1. Fictitious Business Name(s)
MCA MUSIC

2. Street Address, City & State of Principal Place of Business in California — Zip Code
100 Universal City Plaza, Universal City, CA 91608

3. Full name of Registrant (if corporation - show state of incorporation)
Universal Studios, Inc. Delaware
Residence Address — City — State — Zip Code
100 Universal City Plaza, Universal City, CA 91608

Full name of Registrant (if corporation - show state of incorporation)
Residence Address — City — State — Zip Code

Full name of Registrant (if corporation - show state of incorporation)

This is a true and certified copy of the record
if it bears the seal, imprinted in purple ink,
of the Registrar-Recorder/County Clerk

DEC 20 1996

REGISTRAR-RECORDER/COUNTY CLERK
LOS ANGELES COUNTY, CALIFORNIA



RECORDING REQUESTED BY AND MAIL TO:

96 2061553

CALIFORNIA NEWSPAPER SERVICE BUREAU
P.O. BOX 54026
LOS ANGELES, CA 90054-0310

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
9:21 AM DEC 20 1996

PLEASE PRINT OR TYPE — SEE REVERSE FOR INSTRUCTIONS — FEE $10

A. MAIL FILED DOCUMENTS TO:

NAME Sharon S. Garcia
Universal Studios, Inc.
ADDRESS 100 Universal City Plaza
Universal
CITY City STATE CA ZIP 91608

PHONE (818) 777-1061

B. PUBLISH IN NEWSPAPER:

COUNTY CLERK'S FILING STAMP

☑ First Filing ☐ Renewal Filing
Current Registration No.

FICTITIOUS BUSINESS NAME(S)

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:

1. Fictitious Business Name(s)
MCA MUSIC PUBLISHING

2. Street Address, City & State of Principal Place of Business in California — Zip Code
70 Universal City Plaza, Universal City, CA — 91608

3. Full name of Registrant (if corporation - show state of incorporation)
Universal Studios, Inc. — Delaware
Residence Address — City — State — Zip Code
100 Universal City Plaza, Universal City, CA — 91608

Full name of Registrant (if corporation - show state of incorporation)
Residence Address — City — State — Zip Code

Full name of Registrant (if corporation - show state of incorporation)

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of the Registrar-Recorder/County Clerk

DEC 20 1996

REGISTRAR-RECORDER/COUNTY CLERK
LOS ANGELES COUNTY, CALIFORNIA

REGISTRAR-RECORDER/COUNTY CLERK
COUNTY OF LOS ANGELES CALIFORNIA

RECORDING REQUESTED BY AND MAIL TO:

CALIFORNIA NEWSPAPER SERVICE BUREAU
P.O. BOX 54026
LOS ANGELES, CA 90054-0310

96 2061554

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
9:21 AM DEC 20 1996

FEE $10

PLEASE PRINT OR TYPE SEE REVERSE FOR INSTRUCTIONS

A. MAIL FILED DOCUMENTS TO:

NAME Sharon S. Garcia
ADDRESS Universal Studios, Inc. 100 Universal City Plaza
CITY Universal City STATE CA ZIP 91608
PHONE (818) 777-1061

☒ First Filing ☐ Renewal Filing
Current Registration No.

B. PUBLISH IN NEWSPAPER:

COUNTY CLERK'S FILING STAMP

FICTITIOUS BUSINESS NAME(S)

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:

1. Fictitious Business Name(s)
MCA PUBLISHING RIGHTS

2. Street Address, City & State of Principal Place of Business in California — Zip Code
100 Universal City Plaza, Universal City, CA — 91608

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Universal Studios, Inc. — Delaware
Residence Address — City — State — Zip Code
100 Universal City Plaza, Universal City, CA — 91608

Full name of Registrant (if corporation - show state of incorporation)
Residence Address — City — State — Zip Code

Full name of Registrant (if corporation - show state of incorporation)

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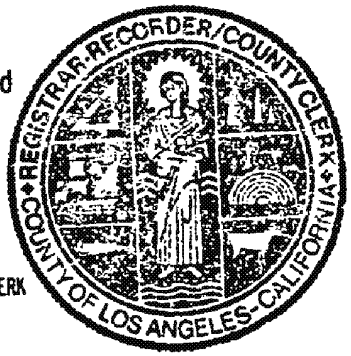
if it bears the seal, imprinted in purple ink,
of the Registrar-Recorder/County Clerk

DEC 20 1996

REGISTRAR-RECORDER/COUNTY CLERK
LOS ANGELES COUNTY, CALIFORNIA



State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MCA INC.", CHANGING ITS NAME FROM "MCA INC." TO "UNIVERSAL STUDIOS, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF DECEMBER, A.D. 1996, AT 9 O'CLOCK A.M.

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Edward J. Freel, Secretary of State

0529616 8100

960358707

AUTHENTICATION: 8227940

DATE: 12-09-96

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OF
RESTATED CERTIFICATE OF INCORPORATION
OF
MCA INC.

* * *

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> "RESOLVED, that the Board of Directors hereby deems it advisable and in the best interests of the Corporation and its stockholder that Article FIRST of the Restated Certificate of Incorporation of the Corporation (the "Charter") be amended in full to read as follows:
>
> 'FIRST:
>
> The name of the corporation is Universal Studios, Inc.'

RESOLVED FURTHER, that the foregoing amendment to the Charter be, and the same hereby is, approved and adopted, subject to the approval of such amendment by the sole stockholder of the Corporation.

RESOLVED FURTHER, that the submission of the foregoing amendment for approval by the sole stockholder of the Corporation be, and the same hereby is, approved."

SECOND: That thereafter, by written consent filed with the minutes of the Corporation, the sole stockholder of the Corporation approved said amendment as adopted by the Board.

THIRD: That the foregoing amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said MCA INC. has caused this certificate to be signed by Karen Randall, Senior Vice President and General Counsel of the Corporation, and attested by Michael Samuel, Secretary of the Corporation, this 9th day of May, 1996.

MCA INC.

By: Karen Randall
Name: Karen Randall
Title: Senior Vice President and General Counsel

ATTEST:

By: _____
Michael Samuel, Secretary

U:\WMRM\MCA\BEA\INCAMND.CER

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MCA INC.", CHANGING ITS NAME FROM "MCA INC." TO "UNIVERSAL STUDIOS, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF DECEMBER, A.D. 1996, AT 9 O'CLOCK A.M.

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Edward J. Freel, Secretary of State

0529616 8100

960358707

AUTHENTICATION: 8227940

DATE: 12-09-96

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OF
RESTATED CERTIFICATE OF INCORPORATION
OF
MCA INC.

* * *

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General Corporation Law of the State of Delaware

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>
> 'FIRST:
>
> The name of the corporation is Universal Studios, Inc.'

RESOLVED FURTHER, that the foregoing amendment to the Charter be, and the same hereby is, approved and adopted, subject to the approval of such amendment by the sole stockholder of the Corporation.

RESOLVED FURTHER, that the submission of the foregoing amendment for approval by the sole stockholder of the Corporation be, and the same hereby is, approved."

SECOND: That thereafter, by written consent filed with the minutes of the Corporation, the sole stockholder of the Corporation approved said amendment as adopted by the Board.

THIRD: That the foregoing amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said MCA INC. has caused this certificate to be signed by Karen Randall, Senior Vice President and General Counsel of the Corporation, and attested by Michael Samuel, Secretary of the Corporation, this 9th day of May, 1996.

MCA INC.

By: Karen Randall
Name: Karen Randall
Title: Senior Vice President and General Counsel

ATTEST:

By: _____
Michael Samuel, Secretary

U:\WWRMCA\BEAUNCAMND.CER

MCA Music Publishing

A UNIVERSAL MUSIC COMPANY

Date	January 27, 1998
To	Sharon Garcia
From	Lisa Lippman
Subject	Articles of Incorporation
Copies	Larry Kenswil, Ed Arrow, File

Enclosed please find the Articles of Incorporation regarding the corporate name changes for certain MCA music publishing companies. These are the original recorded documents. We are keeping copies in our offices and copies have been sent to Larry Kenswil's office.

January 27, 1997

Ms. Gertrude Horowitz
ASCAP
One Lincoln Plaza
New York, NY 10023

Mr. Christopher Galotta
Broadcast Music, Inc.
8730 Sunset Blvd., 3rd floor west
Los Angeles, CA 90069

Ms. Shirley King
SOCAN
41 Valleybrook Drive
Don Mills, Ontario
Canada M3B 2S6

Dear Gertrude, Chris and Shirley:

Please be advised of the following publishing name changes, all of which are effective immediately:

OLD NAME	NEW NAME	SOCIETY
MCA Music Publishing, A Division of MCA Inc.	MCA Music Publishing, A Division of Universal Studios, Inc.	ASCAP
Northern Music Company	MCA - Northern Music Company, Inc.	ASCAP
On Backstreet Music, Inc.	MCA - On Backstreet Music, Inc.	ASCAP
Unicity Music, Inc.	MCA - Unicity Music, Inc.	ASCAP
Universal Music Corporation	MCA - Universal Music Corporation	ASCAP
Champion Music Corporation	MCA - Champion Music Corporation	BMI
Duchess Music Corporation	MCA - Duchess Music Corporation	BMI
Texascity Music, Inc.	MCA - Texascity Music, Inc.	BMI

Enclosed please find copies of the Certificates of Amendment of Restated Certificate of Incorporation for each of the above companies.

Please mark your records accordingly and confirm to us in writing that you have done so.

Regards,

Lisa Jacobs
Copyright Manager

Enclosure

cc: Ed Arrow

MCA Music Publishing
It's About The Music
2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

January 28, 1997

Ms. Mary Vandenberg
Hal Leonard Pubishing Corp.
7777 West Bluemound Road
Milwaukee, WI 53213

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Mary:

Please be advised of the following publishing name changes, all of which are effective immediately:

OLD NAME	NEW NAME	SOCIETY
MCA Music Publishing, A Division of MCA Inc.	MCA Music Publishing, A Division of Universal Studios, Inc.	ASCAP
Northern Music Company	MCA - Northern Music Company, Inc.	ASCAP
On Backstreet Music, Inc.	MCA - On Backstreet Music, Inc.	ASCAP
Unicity Music, Inc.	MCA - Unicity Music, Inc.	ASCAP
Universal Music Corporation	MCA - Universal Music Corporation	ASCAP
Champion Music Corporation	MCA - Champion Music Corporation	BMI
Duchess Music Corporation	MCA - Duchess Music Corporation	BMI
Texascity Music, Inc.	MCA - Texascity Music, Inc.	BMI

Please mark your records accordingly and confirm to us in writing that you have done so.

Regards,

Lisa Jacobs
Copyright Manager

Enclosure

cc: Ed Arrow

MCA Music Publishing
It's About The Music
2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

January 27, 1997

Library of Congress
Department 100
Room LM-437
Washington, D.C. 20540
Attention: Deposit Accounts

RE: DAO 65471

Dear Sir/Madam:

For your reference, enclosed please find a copy of a letter dated January 27, 1997 to the Documents Unit, Library of Congress.

Please change the name on the deposit account DAO 65471, from MCA Music, A Division of MCA Inc. to MCA Music Publishing, A Division of Universal Studios, Inc.

Thank you. Should you have any questions, please do not hesitate to call.

Sincerely,

Lisa Jacobs
Copyright Manager

Enclosure

cc: Ed Arrow
Documents Unit, Library of Congress

MCA Music Publishing
It's About The Music

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

January 27, 1997

Documents Unit, LM-462
Copyright Office
Library of Congress
Washington, D.C. 20559

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Sir/Madam:

Enclosed please find certified copies of Certificates of Amendment of Restated Certificate of Incorporation for each of the following companies for recordation:

MCA Music Publishing, A Division of MCA Inc.
Northern Music Company
On Backstreet Music, Inc.
Unicity Music, Inc.
Universal Music Corporation
Champion Music Corporation
Duchess Music Corporation
Texascity Music, Inc.

Please charge your fees for doing so to our deposit account of MCA Music, A Division of MCA, Inc., Account Number DAO 65471.

Thank you. Should you have any questions, please do not hesitate to call.

Sincerely,

Lisa Jacobs
Copyright Manager

Enclosure

cc: Ed Arrow
Deposit Accounts, Library of Congress

MCA Music Publishing
It's About The Music
2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

MCA

MCA Music Publishing
Accounting and Royalty Dept.
3800 Barham Boulevard
Los Angeles, CA 90068
Tel 213 883 9490
Fax 213 878 2655

February, 1994

To whom it may concern:

The following are the federal tax identification numbers for the MCA Music Publishing Group and managed companies:

MCA Music Corporation	95-2011468
Champion Music Corporation	13-1945296
Duchess Music Corporation	95-1840702
On Backstreet Music, Inc.	95-2474039
Music Corporation of America	95-2475718
Northern Music Company	13-1831454
Two Beat Music	13-6107064
Universal Music Corporation	13-6082957
Unicity Music	95-3844855
Texascity Music	95-3844859
Geffen Music	~~95-3587990~~ 4266328 ↓
Geffen Again Music	~~95-3587990~~
Michael Joe Jackson DBA ATV Music	95-4430870
Michael Joe Jackson DBA Welbeck Music	95-4430870
Michael Joe Jackson DBA Comet Music	95-4430870
Michael Joe Jackson DBA Northern Songs	95-4430870

Please adjust your records accordingly.

Thank you.

Sincerely,

Alan L Walter

Alan L. Walter
Controller

AW:kb

Yr.	No.	
1996	06	June
1997	01	July
1997	02	Aug
1997	03	Sept
1994	12	Ending 1994
1995	05	End ng 1995
1985	07	Dec 1995

IG0011.LET

Jacobs, Lisa A.

From: Jacobs, Lisa A.
To: MCA Music Pub. - LA
Subject: MCA INC. to UNIVERSAL STUDIOS, INC.
Date: Monday, January 27, 1997 12:46PM

Just want to make those of you aware who use the AS400 (counterpoint system) that I have made global changes to the system with regard to the MCA publishing companies named in Ed Arrow's memo of January 24, 1997.

Lippman, Lisa A.

From: Lippman, Lisa A.
To: Barlo, Anthony G.; Edwards, Carolyn O.; Shaughnessy, Maretta E.; Taren, Alfred F.
Cc: Arrow, Ed P.; Murphy, Bill L.
Subject: COPYRIGHT OFFICE DEPOSIT ACCOUNT DAO 65471 OF MCA
Date: Friday, March 14, 1997 3:22PM
Priority: High

Please be advised that I have received confirmation from the Copyright Office that the name of the MCA deposit account has been changed from MCA Music, A Division of MCA Inc. to MCA MUSIC PUBLISHING, A DIVISION OF UNIVERSAL STUDIOS, INC. The deposit acount number, DAO 65471, remains the same.

Please make a note of it and use this name when filing PA, CA, PA/CON, RE and any other applications and documents with the Copyright Office.

MCA

Music Publishing

Date	January 24, 1997
To	Distribution
From	Ed Arrow
Subject	Name Changes
Copies	Sharon Garcia

Post-it® Fax Note 7671 | Date 2 11 96 | # of pages ▶ 1
To Susan Linderman | From Lisa Lippman
Co./Dept. Music Resources | Co. MCA
Phone # 310) 657-1103 | Phone # 310) 235-4733
Fax # 310) 657-1682 | Fax # 310) 235-4902

Please be advised of the following name changes, all of which are effective immediately:

OLD NAME	NEW NAME	Society
MCA Music Publishing, a Division of MCA, Inc.	MCA Music Publishing, a Division of Universal Studios, Inc.	ASCAP
Northern Music Company	MCA - Northern Music Company, Inc.	ASCAP
On Backstreet Music, Inc.	MCA - On Backstreet Music, Inc.	ASCAP
Unicity Music, Inc.	MCA - Unicity Music, Inc.	ASCAP
Universal Music Corporation	MCA - Universal Music Corporation	ASCAP
Champion Music Corporation	MCA - Champion Music Corporation	BMI
Duchess Music Corporation	MCA - Duchess Music Corporation	BMI
Texascity Music, ~~Corporation~~ Inc.	MCA - Texascity Music, Inc. ~~Corporation~~	BMI

~~Continued~~

********** COMM.JOURNAL - ********** DATE FEB-11-1997 ***** TIME 10:41 *** P.01

MODE = MEMORY TRANSMISSION START=FEB-11 10:40 END=FEB-11 10:41

FILE NO.= 155

NO.	COM	ABBR/NTWK	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
001	OK	#	96571682	001/001		

-MCA MUSIC COPYRIGHT -

********** - ***** - 310 235 4902- **********

MCA

Music Publishing

Date	January 24, 1997
To	Distribution
From	Ed Arrow
Subject	Name Changes
Copies	Sharon Garcia

Post-it® Fax Note 7671 | Date 2/11/96 | # of pages

To Susan Linderman | From Lisa Lippman

Co./Dept. Music Resources | Co. MCA

Phone # 310) 657-1103 | Phone # 310) 235-4733

Fax # 310) 657-1682 | Fax # 310) 235-4902

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Unicity Music, Inc.	MCA - Unicity Music, Inc.	ASCAP
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Champion Music Corporation	MCA - Champion Music Corporation	BMI
Duchess Music Corporation	MCA - Duchess Music Corporation	BMI
Texascity Music, ~~Corporation~~ Inc.	MCA - Texascity Music, Inc. ~~Corporation~~	BMI

~~Continued~~

MCA

Music Publishing

Date	January 24, 1997
To	Distribution
From	Ed Arrow
Subject	Name Changes
Copies	Sharon Garcia

Post-it® Fax Note 7671	Date 7/97	# of pages ▶ 1
To Janey	From Lisa Jacobs	
Co./Dept. Music Resources	Co. MCA	
Phone # 310)657-1103	Phone # 310)235-4733	
Fax # 310)657-1682	Fax # 310)235-4902	

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Universal Music Corporation	MCA - Universal Music Corporation	ASCAP
Champion Music Corporation	MCA - Champion Music Corporation	BMI
Duchess Music Corporation	MCA - Duchess Music Corporation	BMI
Texascity Music, ~~Corporation~~ Inc.	MCA - Texascity Music, Inc. ~~Corporation~~	BMI

Continued . . .

COMM.JOURNAL DATE FEB-07-1997 TIME 17:05 P.01

MODE = MEMORY TRANSMISSION START=FEB-07 17:04 END=FEB-07 17:05

FILE NO.= 089

NO.	COM	ABBR/NTWK	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
001	OK	#	96571682	001/001		

-MCA MUSIC COPYRIGHT -

- - 310 235 4902-

MCA

Music Publishing

Date	January 24, 1997
To	Distribution
From	Ed Arrow
Subject	Name Changes
Copies	Sharon Garcia

Post-it® Fax Note 7671	Date 1/97	# of pages ▶ 1
To Janey	From Lisa Jacobs	
Co./Dept. Music Resources	Co. MCA	
Phone # 310)657-1103	Phone # 310)235-4733	
Fax # 310)657-1683	Fax # 310)235-4902	

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Champion Music Corporation	MCA - Champion Music Corporation	BMI
Duchess Music Corporation	MCA - Duchess Music Corporation	BMI
Texascity Music, ~~Corporation~~ Inc.	MCA - Texascity Music, Inc. ~~Corporation~~	BMI

Continued . . .

MCA

Music Publishing

Date	January 24, 1997
To	Distribution
From	Ed Arrow
Subject	Name Changes
Copies	Sharon Garcia

Post-it® Fax Note 7671	Date 1/7/97	# of pages ▸ 1
To Pat Shanahan	From Lisa Jacobs	
Co./Dept. My Forte	Co. MCA	
Phone # 213)469-1539	Phone # 310)235-4733	
Fax # 213)466-9232	Fax # 310)235-4902	

Please be advised of the following name changes, all of which are effective immediately:

OLD NAME	NEW NAME	Society
MCA Music Publishing, a Division of MCA, Inc.	MCA Music Publishing, a Division of Universal Studios, Inc.	ASCAP
Northern Music Company	MCA - Northern Music Company, Inc.	ASCAP
On Backstreet Music, Inc.	MCA - On Backstreet Music, Inc.	ASCAP
Unicity Music, Inc.	MCA - Unicity Music, Inc.	ASCAP
Universal Music Corporation	MCA - Universal Music Corporation	ASCAP
Champion Music Corporation	MCA - Champion Music Corporation	BMI
Duchess Music Corporation	MCA - Duchess Music Corporation	BMI
Texascity Music, ~~Corporation~~ Inc.	MCA - Texascity Music, Inc. ~~Corporation~~	BMI

Continued . . .

********** COMM.JOURNAL ********** DATE FEB-07-1997 ***** TIME 17:04 *** P.01

MODE = MEMORY TRANSMISSION START=FEB-07 17:03 END=FEB-07 17:04

FILE NO.= 088

NO.	COM	ABBR/NTWK	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
001	OK	#	912134669232	001/001		

-MCA MUSIC COPYRIGHT -

********** - ***** - 310 235 4902- **********

MCA

Music Publishing

Date	January 24, 1997
To	Distribution
From	Ed Arrow
Subject	Name Changes
Copies	Sharon Garcia

Post-it® Fax Note 7671 | Date 1/7/97 | # of pages ▶ 1

To Pat Shanahan	From Lisa Jacobs
Co./Dept. My Forte	Co. MCA
Phone # 213)469-1539	Phone # 310)235-4733
Fax # 213)466-9232	Fax # 310)235-4902

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Duchess Music Corporation	MCA - Duchess Music Corporation	BMI
Texascity Music, ~~Corporation~~ Inc.	MCA - Texascity Music, Inc. ~~Corporation~~	BMI

Continued . . .

MCA

Music Publishing

Date	January 24, 1997
To	Distribution
From	Ed Arrow
Subject	Name Changes
Copies	Sharon Garcia

Please be advised of the following name changes, all of which are effective immediately:

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Duchess Music Corporation	MCA - Duchess Music Corporation	BMI
Texascity Music, ~~Corporation~~ Inc.	MCA - Texascity Music, Inc. ~~Corporation~~	BMI

Continued . . .

********** -COMM.JOURNAL- ********** DATE FEB-20-1997 ***** TIME 14:44 *** P.01

MODE = MEMORY TRANSMISSION START=FEB-20 14:44 END=FEB-20 14:44

FILE NO.= 045

NO.	COM	ABBR/NTWK	STATION NAME/ TELEPHONE NO.	PAGES	PRG.NO.	PROGRAM NAME
001	OK	s	94704634	002/002		

-MCA MUSIC COPYRIGHT -

********** - ***** - 310 235 4932- **********

MCA

Music Publishing

Date	January 24, 1997
To	Distribution
From	Ed Arrow
Subject	Name Changes
Copies	Sharon Garcia

Please be advised of the following name changes, all of which are effective immediately:

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Universal Music Corporation	MCA - Universal Music Corporation	ASCAP
Champion Music Corporation	MCA - Champion Music Corporation	BMI
Duchess Music Corporation	MCA - Duchess Music Corporation	BMI
Texascity Music, ~~Corporation~~ Inc.	MCA - Texascity Music, Inc. ~~Corporation~~	BMI

Continued . . .

Lisa Jacobs:

- Please file the enclosed certificates (originals) with the U.S. Copyright office and retain photocopies for our files.
- Please notify ASCAP, BMI, SOCAN
- Please make global changes in Maestro 400

Bill Murphy:

- Please notify The Harry Fox Agency, CMRRA

Department Heads, Affiliated Offices, Subpublishers:

- Please notify all interested parties

If anyone has any questions, please feel free to contact me.

Thank you.

Distribution:

MCA Music Publishing:
LA
NY
Nashville
Miami
Overseas Affiliated Offices

Warner/Chappell:
Central & South American Offices
Jeff Runyon (L.A.)

********** -JOURNAL- ********** DATE FEB-20-1997 ***** TIME 12:47 *********

NO.	COM	PAGES	FILE	DURATION	X/R	IDENTIFICATION	DATE	TIME	DIAGNOSTIC
01	OK	002/002	009	00:01'18	XMT	W C ARGENTINA	FEB-20	10:57	A840470C37000
02	OK	002/002	009	00:01'18	XMT	W C CHILE	FEB-20	10:59	A840470C37000
03	OK	002/002	009	00:00'54	XMT	W C MEXICO	FEB-20	11:01	2840470537000
04	OK	002/002	009	00:00'50	XMT	UK	FEB-20	11:04	C8444B0537000
05	OK	002/002	009	00:00'55	XMT	TEMP-MIAMI	FEB-20	11:05	0800470537000
06	OK	002/002	009	00:00'39	XMT	NY CREATIVE	FEB-20	11:06	C8044B0577000
07	OK	002/002	009	00:01'26	XMT	COLOMBIA	FEB-20	11:08	0840460C32000
08	OK	002/002	009	00:03'01	XMT	PERU	FEB-20	11:11	0840460412000
09	OK	002/002	009	00:01'28	XMT	GALLO	FEB-20	11:17	F800470C37000
10	OK	002/002	009	00:01'00	XMT	SPAIN	FEB-20	11:20	2840470537000
11	OK	002/002	011	00:01'48	XMT	JAPAN	FEB-20	11:26	F840470567000
12	OK	001	013	00:00'44	RCV	2038682	FEB-20	11:31	0150260230000
13	OK	001	014	00:00'43	RCV	1 212 371 8730	FEB-20	11:35	C0542A0A30000
14	P-OK	001/001	015	00:00'22	XMT	☎ 912138831049	FEB-20	11:55	C8444B0577000
15	OK	001/001	017	00:00'39	XMT	☎ 912138831049	FEB-20	12:01	C8444B0577000
16	OK	002	019	00:00'51	RCV		FEB-20	12:07	0110270337000
17	OK	002/002	020	00:00'55	XMT	☎ 912124921890	FEB-20	12:15	F840470C37000
18	407	000/002	021	00:00'51	XMT	BRASIL	FEB-20	12:16	0840470537000
19	OK	002/002	021	00:00'51	XMT	BRASIL	FEB-20	12:21	0840470537000
20	OK	002/002	025	00:01'00	XMT	JOHN BRANDS	FEB-20	12:26	2840470537000
21	OK	001/001	026	00:00'50	XMT	ISRAEL	FEB-20	12:28	0840460432000
22	OK	001/001	026	00:00'28	XMT	NASHVILLE	FEB-20	12:29	2840470577000
23	OK	001/001	026	00:00'39	XMT	BRASIL	FEB-20	12:33	0840470537000
24	OK	001/001	026	00:00'34	XMT	FRANCE	FEB-20	12:34	0840460C71000
25	OK	001/001	026	00:00'26	XMT	GERMANY	FEB-20	12:35	C8444B0537000
26	OK	001/001	026	00:00'31	XMT	ITALY	FEB-20	12:38	2840470537000
27	OK	002/002	024	00:01'14	XMT	BRASIL	FEB-20	12:39	0840470537000
28	OK	001/001	028	00:00'26	XMT	☎ 94704634	FEB-20	12:41	A840470577000
29	OK	001/001	026	00:00'27	XMT	JAPAN	FEB-20	12:42	F840470577000
30	OK	001/001	026	00:00'36	XMT	W C CHILE	FEB-20	12:44	A840470C37000
31	OK	001/001	026	00:00'29	XMT	W C MEXICO	FEB-20	12:45	2840470537000
32	OK	001/001	026	00:00'46	XMT	GALLO	FEB-20	12:46	F800470C37000

-MCA MUSIC COPYRIGHT -

********** - ***** - 310 235 4902- **********



DOUG MORRIS
CHAIRMAN & CHIEF EXECUTIVE OFFICER

MCA RECORDS
MCA NASHVILLE/DECCA
GEFFEN/DGC RECORDS
RISING TIDE
GRP RECORDING CO
INTERSCOPE RECORDS
HIP-O RECORDS
UNIVERSAL/UPTOWN RECORDS
UNI DISTRIBUTION
UNIVERSAL MUSIC SPECIAL MARKETS
UNIVERSAL MUSIC INTERNATIONAL
MCA MUSIC PUBLISHING
UNIVERSAL CONCERTS

December 23, 1996

To All Universal Music Group Employees --

On December 10, 1996, MCA INC. publicly announced the company's corporate name change from MCA INC. to Universal Studios Inc. Concurrently, MCA Music Entertainment Group changed its name to **Universal Music Group**.

Under the new corporate name, all label names will remain the same. Uni Distribution will be called Universal Music & Video Distribution. MCA Music Entertainment International will become Universal Music International; MCA Concerts will now be known as Universal Concerts; and MCA Special Markets & Products will be Universal Music Special Markets. MCA Music Publishing will remain unchanged.

These changes have been made to more directly reflect the music division as a vital part of Universal Studios Inc. -- a highly respected diverse global entertainment company.

Have a wonderful holiday.

Doug Morris

UNIVERSAL MUSIC GROUP
70 UNIVERSAL CITY PLAZA UNIVERSAL CITY CA 91608
TEL 818 777 8991 FAX 818 777 6439 E-MAIL dmorris@universalstudios.com.

Jacobs, Lisa A.

From:	Barker, Barry D.
To:	MEG- MCA Records; MEG- Records1 PO; MEG- Barham Plaza; MCA Music Pub. - LA; MEG - UNI - Memphis; MEG- UNI - Pinckneyville; MEG- UNI - Gloversville
Cc:	Friedman, Todd M.
Subject:	Important Message from George Brenner, VP and Chief Information Officer
Date:	Wednesday, December 11, 1996 6:13PM
Priority:	High

Today, our company is changing its name to Universal Studios, Inc. Our Internet site and Internet E-mail suffix are also changing to universalstudios.com and unistudios.com, respectively. Please change your bookmarks and personal address books of employees you may be communicating with via E-mail on the Internet, and alert your friends, colleagues, family, suppliers, customers and the like to this significant event.

George Brenner
VP and Chief Information Officer

February 21, 1997

Bill Stafford
Polygram Records
825 Eighth Avenue
New York, NY 10022

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Bill,

Please be advised of the following name changes which are effective immediately:

OLD NAME	NEW NAME
MCA Music Publishing, a Division of MCA, Inc.	MCA Music Publishing, a Division of Universal Studios, Inc.
Northern Music Company , Inc.	MCA - Northern Music Company, Inc.
On Backstreet Music	MCA - On Backstreet Music
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Champion Music Corporation	MCA - Champion Music Corporation
Duchess Music Corporation	MCA - Duchess Music Corporation
Texascity Music Inc.	MCA - Texascity Music, Inc
Geffen Music	MCA - Geffen Music
Geffen Again Music	MCA - Geffen Again Music

Please let me know if you have any questions.

Kind Regards,

Bill Murphy
MCA Music Publishing

cc: Ed Arrow / Lisa Lippman

MCA Music Publishing

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

February 21, 1997

Jane Halpern
BMG Music
1540 Broadway
New York NY 10036

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Jane,

Please be advised of the following name changes which are effective immediately:

OLD NAME	NEW NAME
MCA Music Publishing, a Division of MCA, Inc.	MCA Music Publishing, a Division of Universal Studios, Inc.
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Duchess Music Corporation	MCA - Duchess Music Corporation
Texascity Music Inc.	MCA - Texascity Music, Inc
Geffen Music	MCA - Geffen Music
Geffen Again Music	MCA - Geffen Again Music

Please let me know if you have any questions.

Kind Regards,

Bill Murphy
MCA Music Publishing

cc: Ed Arrow / Lisa Lippman

MCA Music Publishing

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

February 21, 1997

Lisa Weissberg
Arista Records
1540 Broadway
New York, NY 10036

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Lisa,

Please be advised of the following name changes which are effective immediately:

OLD NAME	NEW NAME
MCA Music Publishing, a Division of MCA, Inc.	MCA Music Publishing, a Division of Universal Studios, Inc.
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Duchess Music Corporation	MCA - Duchess Music Corporation
Texascity Music Inc.	MCA - Texascity Music, Inc
Geffen Music	MCA - Geffen Music
Geffen Again Music	MCA - Geffen Again Music

Please let me know if you have any questions.

Kind Regards,

Bill Murphy
MCA Music Publishing

cc: Ed Arrow / Lisa Lippman

MCA Music Publishing

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

February 21, 1997

Terri Lanni
Sony Music
550 Madison Avenue
New York NY 10022

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Terri,

Please be advised of the following name changes which are effective immediately:

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Geffen Music	MCA - Geffen Music
Geffen Again Music	MCA - Geffen Again Music

Please let me know if you have any questions.

Kind Regards,

Bill Murphy
MCA Music Publishing

cc: Ed Arrow / Lisa Lippman

MCA Music Publishing

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

February 21, 1997

Jayne Nozick
Island Records
825 Eighth Avenue
New York NY 10019

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Jayne,

Please be advised of the following name changes which are effective immediately:

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Geffen Music	MCA - Geffen Music
Geffen Again Music	MCA - Geffen Again Music

Please let me know if you have any questions.

Kind Regards,

Bill Murphy
MCA Music Publishing

cc: Ed Arrow / Lisa Lippman

MCA Music Publishing

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

February 21, 1997

Raffi Boyadjian
A & M Records
1416 N LaBrea
Hollywood CA 90028

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Raffi,

Please be advised of the following name changes which are effective immediately:

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Geffen Again Music	MCA - Geffen Again Music

Please let me know if you have any questions.

Kind Regards,

Bill Murphy
MCA Music Publishing

cc: Ed Arnow / Lisa Lippman

MCA Music Publishing

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

February 21, 1997

Nora Korn
EMI - Capitol Records
1290 Avenue of the Americas
New York NY 10104

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Nora,

Please be advised of the following name changes which are effective immediately:

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Geffen Again Music	MCA - Geffen Again Music

Please let me know if you have any questions.

Kind Regards,

Bill Murphy
MCA Music Publishing

cc: Ed Arnow / Lisa Lippman

MCA Music Publishing

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

February 21, 1997

Darlene Wilson
Atlantic Records
75 Rockefeller Plaza
New York NY 10019

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Darlene,

Please be advised of the following name changes which are effective immediately:

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Geffen Music	MCA - Geffen Music
Geffen Again Music	MCA - Geffen Again Music

Please let me know if you have any questions.

Kind Regards,

Bill Murphy
MCA Music Publishing

cc: Ed Arnow / Lisa Lippman

MCA Music Publishing

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

February 21, 1997

T Tillman
Warner Brothers Records
3300 Warner Blvd.
Burbank CA 91505

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear T,

Please be advised of the following name changes which are effective immediately:

OLD NAME	NEW NAME
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Geffen Music	MCA - Geffen Music
Geffen Again Music	MCA - Geffen Again Music

Please let me know if you have any questions.

Kind Regards,

Bill Murphy
MCA Music Publishing

cc: Ed Arrow / Lisa Lippman

MCA Music Publishing

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

February 21, 1997

Scott McDowell
Virgin Records
338 N Foothill Blvd.
Beverly Hills CA 90210

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Scott,

Please be advised of the following name changes which are effective immediately:

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Geffen Music	MCA - Geffen Music
Geffen Again Music	MCA - Geffen Again Music

Please let me know if you have any questions.

Kind Regards,

Bill Murphy
MCA Music Publishing

cc: Ed Arrow / Lisa Lippman

MCA Music Publishing

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

February 21, 1997

Lynda Fox-Frazer
Columbia House Records
1221 Avenue of the Americas
New York NY 10020

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Lynda,

Please be advised of the following name changes which are effective immediately:

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Geffen Music	MCA - Geffen Music
Geffen Again Music	MCA - Geffen Again Music

Please let me know if you have any questions.

Kind Regards,

Bill Murphy
MCA Music Publishing

cc: Ed Arrow / Lisa Lippman

MCA Music Publishing

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

February 21, 1997

Anne Hansen
BMG Record Club
1540 Broadway
New York NY 10036

RE: MCA MUSIC PUBLISHING NAME CHANGES

Dear Anne,

Please be advised of the following name changes which are effective immediately:

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Texascity Music Inc.	MCA - Texascity Music, Inc
Geffen Music	MCA - Geffen Music
Geffen Again Music	MCA - Geffen Again Music

Please let me know if you have any questions.

Kind Regards,

Bill Murphy
MCA Music Publishing

cc: Ed Arrow / Lisa Lippman

MCA Music Publishing

2440 Sepulveda Blvd., Suite 100 Los Angeles CA. 90064-1712 Ph 310.235.4700 · Fx 310.235.4900

LEEDS MUSIC CORP.

now ON BACKSTREET MUSIC INC

AN AGREEMENT made this 2nd day of September, One thousand nine hundred and fifty-four BETWEEN LEEDS MUSIC LIMITED whose registered office is at 4, Denmark Street, London, W.C.2. (hereinafter referred to as "the British Publishers") of the one part and LEEDS MUSIC CORPORATION of 322 West 45th Street, New York 36, New York State in the United States of America (hereinafter referred to as "the American Publishers") of the other part

WHEREAS the British Publishers are entitled to all the rights of a sole copyright owned for (inter alia) the territory of the North and Central America (hereinafter referred to as "the Licensed Territory") in the musical compositions and works hereinafter referred to and have agreed with the American Publishers to grant them the rights and privileges hereinafter defined upon the terms and conditions hereinafter contained

NOW IT IS HEREBY AGREED as follows:-

1. The British Publishers hereby grant License and Assign to the American Publishers the following rights in the compositions and works hereinafter referred to

(a) The sole and exclusive right to print reprint publish copy and multiply printed copies and to sell the same in any and all parts of the Licensed Territory;

(b) Subject to any rights of the Performing Rights Society Limited (of London, England) the sole and exclusive rights of public performance (including broadcasting and television) and to license such rights in and for the Licensed Territory;

(c) The sole and exclusive rights of recording and reproduction on gramophone records, music rolls and transcriptions and all future developments of such, similar and kindred arts and to license such rights in and for the Licensed Territory; and

(d) The right to grant non-exclusive licenses for the recording and use of the said Composition in any and all countries throughout the world in and in connection with motion pictures originating in the Licensed Territory.

2. The compositions of works which are the subject of this agreement shall be all musical compositions numbers and works now owned or controlled or which may hereafter during the term of this agreement be owned or controlled by the British Publishers in which the British Publishers are or may become

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY UMPG_0000022115

the owners of the rights hereinbefore purported to be granted licensed or assigned to the American Publishers or any of such rights. Such compositions and works are hereinafter referred to as "the said compositions".

3. (1) The American Publishers agree to pay to the British Publishers the following royalties and fees:

(a) [redacted] of the marked retail selling price of each pianoforte copy and orchestration of the said compositions sold in the licensed territory and paid for;

(b) [redacted] of all monies received by the Publisher by way of royalties for the mechanical reproduction of the said compositions in the licensed territory;

(d) The performing right in the said musical work having been assigned by the British Publisher to the Performing Right Society Ltd. (hereinafter called "P.R.S.") for certain territory including the licensed territory and P.R.S. having in turn, assigned the control of the said performing right to its affiliated performing right societies in the licensed territory for their respective territories, it is hereby agreed that the publishers share [redacted] of the fees collected by the said societies shall be divided so that [redacted] thereof shall be paid to the publishers through the aforesaid affiliated societies and [redacted] thereof to the British Publishers through P.R.S.

(d) [redacted] of all other monies and fees received by the American Publishers or any sub-publishers in the licensed territory from any source whatsoever in connection with the said compositions.

(II) IT IS HEREBY EXPRESSLY PROVIDED that the fees and monies payable hereunder to the British Publishers shall not be reduced by reason of any sub-publishing contract which the Publishers may make with any other Publishers in the licensed territory and the American Publishers shall have no right or authority to agree with any such other publishers for the payment to them of any share or interest in the fees and monies ~~xxxxxx~~ payable to the British Publishers pursuant to the terms of this Agreement.

4. The American Publishers will forward to the British Publishers three copies of each edition of said composition published in the Licensed Territory pursuant to this agreement and shall have the right to make and publish new arrangements adaptations and versions of said Composition, all of the same to be copyrighted in the name of the British Publishers.

5. All copies of said Compositions published under the authority of this Agreement shall bear all statements necessary under the laws of the Licensed Territory, including due and proper notice of copyright in the British Publishers.

6. True and correct accounts shall be kept by the Publishers in respect of the said composition and a statement of such account, as of December thirty-first and June thirtieth in each year shall be forwarded within sixty days after each of the said dates by mail to the British Publishers and all monies thereafter to become due and payable by the American Publishers to the British Publishers under this agreement shall be paid upon the delivery of such semi-annual statements for each preceding semi-annual period.

7. The British Publishers hereby authorise empower and vest in the American Publishers the right to enforce and protect all rights to said Composition and the copyright therein in the Licensed Territory, and to join the copyright proprietor thereof as party plaintiff or defendant in all suits and proceedings, and to proceed with and dispose of the same with the same force and effect as if the American Publishers were the copyright proprietor thereof.

8. This agreement shall continue in force until determined by either party giving to the other one calendar months notice in writing to that effect.

9. This agreement shall be construed according to English law.

AS WITNESS the hands of the parties hereto the day and year first above written.

LEEDS MUSIC, LTD.

LEEDS MUSIC CORPORATION

LEEDS MUSIC LIMITED.

CT-07

CERTIFICATE OF AMENDMENT
OF THE CERTIFICATE OF INCORPORATION
OF
ON BACKSTREET MUSIC, INC.
UNDER SECTION 805 OF THE BUSINESS CORPORATION LAW
*****

WE, THE UNDERSIGNED, Karen Randall and Michael Samuel, being respectively the Senior Vice President and the Secretary of ON BACKSTREET MUSIC, INC. hereby certify:

1. The name of the corporation is ON BACKSTREET MUSIC, INC. The name under which the corporation was formed is LEEDS MUSIC CORPORATION.

2. The Certificate of Incorporation of said corporation was filed by the Department of State on the 11th day of January, 1965.

3. (a) The Certificate of Incorporation is amended to change the name of the corporation.

(b) To effect the foregoing, Article FIRST relating to the name of the corporation is amended to read in its entirety as follows:

"FIRST: The name of the corporation is MCA - ON BACKSTREET MUSIC, INC."

4. The foregoing amendment to the Certificate of Incorporation was authorized by the unanimous written consent of

CER-01 11/7/88 2:07 PM

the Board of Directors and the sole Shareholder of the corporation.

IN WITNESS WHEREOF, we have signed this certificate on the 9th day of December, 1996 and we affirm the statements contained therein as true under penalties of perjury.

Karen Randall
Senior Vice President

Michael Samuel
Secretary

CER-61 11/7/88 2.07 PM

961209000187

CT-07

CERTIFICATE OF AMENDMENT

OF

ON BACKSTREET MUSIC, INC.

UNDER SECTION 805 OF THE BUSINESS CORPORATION LAW

FILED
DEC 9 12 25 PM '96

RECEIVED
DEC 9 11 ... 96

3CC

MCA Inc.
100 Universal City Plaza
500/12
Universal City, CA 91608

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 0 9 1996
TAX $
BY:

3

961209000187

EVITA MUSIC LTD.

MEMORANDUM OF AGREEMENT made this day of One Thousand Nine Hundred and Seventy Six BETWEEN ANDREW LLOYD WEBBER care of PII (hereinafter called "the Composer") ESCAWAY LIMITED whose registered office is at (hereinafter called "Escaway") and TIMOTHY RICE care of PII PII (hereinafter called "the Lyricist") and HEARTACHES LIMITED whose registered office is at

(hereinafter called "Heartaches" of the one part and EVITA MUSIC LIMITED of 138 Piccadilly London W.1. (hereinafter called "the Publisher") of the other part

WHEREAS

1. Escaway is entitled to the exclusive services of the Composer in the United Kingdom of Great Britain and Northern Ireland and the Republic of Ireland (and Escaway and the Composer acknowledge the music comprised within the Work hereinafter defined was written in such territory) in connection (inter alia) with the writing composition and arrangement of music lyrics songs and orchestratio and musical works and compositions of all kinds the Composer however retaining the entire copyright throughout the world of the music comprised within the Work subject to the rights of Escaway therein

2. Heartaches is entitled to the exclusive services of the Lyricist in the United Kingdom of Great Britain and Northern Ireland and the Republic of Ireland (and Heartaches and the Lyricist acknowledge the lyrics comprised within the Work hereinaf defined was written in such territory) in connection (inter alia)

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with the writing composition and arrangement of music lyrics songs and orchestrations and musical works and compositions of all kinds the Luricist however retaining the entire copyright throughout the world of the lyrics comprised within the Work subject to the rights of Heartaches therein

W H E R E B Y IT IS AGREED AND DECLARED as follows

1. THE expression "Licensed Territory" shall in this Agreement mean the entire world

2. THE expression "the Work" shall in this Agreement mean all of the music written by the Composer and lurics written by the Lyricist comprised in the opera entitled "EVITA" the titles of which music and lyrics are set forth in the Schedule hereto and if the Composer and the Lyricist or either of them at any time hereafter write compose or otherwise make any addition to or variation or adaptation of the Work with reference to or in connection with the exploitation of the Work in any and all media the same shall be deemed to form part of the Work and be subject to the provisions of this Agreement

3. IN consideration of the agreement for the payment of royalties hereinafter contained the Composer by direction of Escaway (in respect of the music) and the Lyricist by direction of Heartaches (in respect of the lyrics) hereby severally assign to the Publisher the whole of their copyright as defined by the Copyright Act 1956 (excluding the so-called Grand Rights for the Living Stage and Motion Pictures) together with all other rights of a like nature including (but without limitation to the generality of the foregoing) the right to use and license others to use the title or titles of the Work for all or any purposes; the right to add and/or substitute and license others to add and/or substitute

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lyrics to the music of the Work; the right to the renewal copyright as conferred by the law of the United States of America and such other rights as may hereafter be conferred or created by law or international arrangements or convention in any part of the Licensed Territory whether by way of new or additional rights not now comprised in copyright or by way of extension of the period of then or now existing rights of and in the Work and save for crediting the Composer as the Composer thereof and the Lyricist as the Lyricist thereof the Composer and the Lyricist respectively hereby waive the benefits of the so-called moral right in respect of the Work

4. SUBJECT as herein provided (including without limitation Clause 10 hereof) the Publisher will pay to Escaway and Heartaches jointly a royalty of [redacted] of the marked selling price of all copies sold throughout the world and paid for (after the first one hundred and fifty copies) of the Work; and [redacted] of all royalties received by the Publisher in respect of (a) mechanical reproductions of the Work and (b) any and all other means of exploitation of the Work

5. ALL copies which may be distributed to the trade and profession for all purposes of exploiting and popularising the Work and all professional copies and orchestral arrangements and also all reproductions of the words music or any portion thereof in any newspapers selections albums magazines and other periodicals and all mechanical or other medley arrangements shall be free of all royalty or payment to Escaway and Heartaches and furthermore the stock of copies that remains on hand and is declared by the Publisher to be unsaleable shall also be free of all royalty

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6. BROADCASTING television and general performing and mechanical reproduction performances by means of talking or sound films or synchronization with motion pictures of the Work (to the extent the same are included in the rights assigned hereunder) shall be divided to the extent they are collected by The Performing Right Society in the proportion of [redacted] to Escaway and Heartaches jointly and [redacted] to the Publisher In the event of the Composer and/or the Lyricist and/or Heartaches and/or Escaway not being members of The Performing Right Society (or one of its affiliated societies) then the share of the non-member shall be accountable by The Performing Right Society to the Publisher for settlement on the basis heretofore mentioned The Composer Escaway the Lyricist and Heartaches certify that for the purpose of Rule 1(o) of the Rules of The Performing Right Society Limited the Publisher is to be treated as exploiting the Work (otherwise than by publishing) for the benefit of the Composer and the Lyricist

7. THE Publisher shall take all reasonable steps to exploit the compositions and lyrics comprised within the Work to the best of its ability having regard to the nature and quality of the same

8. IT is hereby further agreed that the royalties fees monies and receipts hereinbefore mentioned payable to Escaway and Heartaches hereunder shall be divided by the Publisher in the proportion of

[redacted] to Escaway and

to Heartaches

9. IN the event of the Publisher arranging for the publication of the Work in any country other than Great Britain Eire and

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Northern Ireland [redacted] of all royalties as and when earned and received by the Publisher in respect of such publication shall be payable to Escaway and Heartaches jointly and divided as hereinbefore provided

10(a) THE percentage of all royalties fees monies and other earnings payable to Escaway and Heartaches jointly shall be based on the [redacted] of such royalties fees and monies collected at source by each and every publisher of the Work and no deductions therefrom shall be allowed or made for any percentage or share thereof payable or retained by either any sub-licensee of the Publisher or the Publisher or otherwise howsoever

(b) Notwithstanding the foregoing in the event of the Publisher or any sub-publisher securing publication of a foreign version of the Work or any part thereof (such foreign version meaning the embodiment with the compositions of the lyrics translated into a language other than English) the percentage of all royalties payable to Escaway and Heartaches jointly from such publication shall be based on [redacted] of such royalties the remaining [redacted] being retained by the Publisher concerned out of which all royalties due to the translator(s) shall be paid.

11. STATEMENTS of royalties made up to each half-yearly period ending June 30th and December 31st shall be rendered by the Publisher to each of Escaway and Heartaches as soon as possible after each such period but not later than 120 days thereafter

12. THE Composer and the Lyricist hereby jointly and severally warrant and declare to the Publisher that they are solely and absolutely entitled to the copyright of the Work hereby assigned (but subject to the rights of The Performing Right Society Limited) free from incumbrances and authorise the Publisher to take all

steps at its discretion to protect defend or maintain the title and copyright of the Work at its expense and they further jointly severally undertake to indemnify the Publisher in respect of all loss injury or damage including all legal costs or expenses occasioned to or incurred by the Publisher and of its representatives and/or agents in consequence of any breach of this warranty and further undertake to do all such things and sign or execute any documents which may reasonably vest in the Publisher the rights title and interest to which it is entitled under the terms hereof or for giving full effect to the terms hereof

13. IF the Composer and/or the Lyricist and/or Heartaches and/or Escaway are members of the Performing Right Society Limited the rights hereby assigned are assigned subject to the rights of the said Society arising by virtue of their membership of the said Society or otherwise but include the reversionary interest of the members in such rights expectant upon the determination by any means of the rights of the Society as aforesaid subject to the payment to Escaway and Heartaches by the Publisher of the Writers' share of all performing right fees received by the Publisher such share to be not less than the share previously payable to Escaway and Heartaches by the said Society

14. IT IS HEREBY AGREED that the expression "the Publisher" shall be deemed to include its successors and assigns and licensees

15. ALL statements and payments to Escaway and to Heartaches hereunder shall be rendered to their accredited agent Superstar Ventures Limited at 118-120 Wardour Street London W.1. whose receipt therefor shall be a good and valid discharge to the Publishe

AS W I T N E S S the hands of the parties the day and year first above written

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SIGNED by the above-named
ANDREW LLOYD WEBBER in the
presence of:-

SIGNED by
for and on behalf of
ESCAWAY LIMITED in the
presence of:-

SIGNED by the above-named
TIMOTHY RICE in the
presence of:-

SIGNED by
for and on behalf of
HEARTACHES LIMITED in
the presence of:-

SIGNED by
for and on behalf of
EVITA MUSIC LIMITED
in the presence of:-

SCHEDULE

A CINEMA IN BUENOS AIRES, 26 JULY 1952

REQUIEM FOR EVITA

OH WHAT A CIRCUS

ON THIS NIGHT OF A THOUSAND STARS

EVA AND MAGALDI

EVA BEWARE OF THE CITY

BUENOS AIRES

GOODNIGHT AND THANK YOU

THE LADY'S GOT POTENTIAL

CHARITY CONCERT

I'D BE SURPRISINGLY GOOD FOR YOU

ANOTHER SUITCASE IN ANOTHER HALL

DANGEROUS JADE

A NEW ARGENTINA

ON THE BALCONY OF THE CASA ROSADA

DON'T CRY FOR ME ARGENTINA

HIGH FLYING, ADORED

RAINBOW HIGH

RAINBOW TOUR

THE ACTRESS HASN'T LEARNED THE LINES (YOU'D LIKE TO HEAR)

AND THE MONEY KEPT ROLLING IN (AND OUT)

SANTA EVITA

WALTZ FOR EVA AND CHE

SHE IS A DIAMOND

DICE ARE ROLLING

EVA'S SONNET

EVA'S FINAL BROADCAST

MONTAGE

LAMENT

THIS AGREEMENT is made the 1 day of July 1976

BETWEEN LEEDS MUSIC LIMITED whose registered office is at 138 Piccadilly London W.1. (hereinafter called "Leeds Music") of the one part and EVITA MUSIC LIMITED whose registered office is situate at

(hereinafter called "EVITA MUSIC") of the other part

WHEREAS:

1. PURSUANT to an Agreement of even date herewith made between Andrew Lloyd Webber Escaway Limited Timothy Rice and Heartaches Limited of the one part and Evita Music Limited of the other part the entire copyright as defined by the Copyright Act 1956 (excluding Grand Rights) in the music and lyrics comprised in the musical work entitled "EVITA" composed and written by Andrew Lloyd Webber and Tim Rice was assigned to Evita Music who therein agreed to take all reasonable steps to exploit the same upon and subject to the terms therein stated

2. EVITA MUSIC is desirous of engaging the non-exclusive services of Leeds Music to manage the business of Evita Music with regard to the exploitation of the music and lyrics hereinbefore recited (and any further music and lyrics the copyright wherein it may acquire during the term hereof) upon the subject to the following terms and conditions

IT IS HEREBY AGREED as follows:

1. EVITA MUSIC hereby appoints Leeds Music as manager in all respects and for all purposes of the business of Evita Music for the duration of this Agreement

2(a) IN this connection Mr. Cyril Simons and any such other director of Leeds Music as shall be specifically authorised by the said Cyril Simons in that behalf shall have authority to sign

and execute all licences and other documents relating to copyright and publishing and subpublishing and otherwise and songwriting and similar agreements in respect of the musical works the subject of this Agreement following which completed copies thereof shall be forwarded to The Robert Stigwood Organisation Limited of 67 Brook Street London W.1. by way of information.

2(b) IT is agreed and understood between the parties hereto which is fundamental to this Agreement that in discharging its obligations hereunder to secure the most favourable subpublishing arrangements throughout the world in respect of the musical works owned or acquired by Evita Music Leeds Music shall

(i) ensure that no subpublisher is or becomes entitled to deduct or retain a commission or other charge in excess of [redacted] of the royalties and all other monies earned or collected by such subpublisher pursuant to the subpublishing arrangement with Leeds except (a) where such subpublisher secures the publication of a 'local' or 'foreign' version of any of the musical works hereunder in which event such subpublisher shall be entitled to deduct and retain a commission of [redacted] of all mechanical royalties earned in respect of such local or 'foreign' version and (b) in respect of performance fees where [redacted] thereof is accounted directly to the writers in which event such subpublisher shall be entitled to deduct and retain a commission of [redacted] of the performance fees actually collected

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(ii) ensure that (other than in the United States of America and Canada where the copyright shall be retained for the full term of copyright and all extensions and renewals) the copyrights and all other right title and interest in the musical works the subject of this Agreement licensed to any subpublisher throughout the world shall revert to and become the absolute property of Evita Music on the expiration of ten years from the date of this Agreement PROVIDED ALWAYS THAT such subpublishers shall for an additional one year period immediately thereafter continue to collect and account for royalties and other monies earned during the term of their license from Leeds

(iii) ensure that in the United Kingdom there are no deductions (other than as specifically provided pursuant to this Agreement) with respect to the exploitation in the United Kingdom of the musical works which are owned or acquired by Evita Music and become subject to the provisions hereof

(iv) ensure that in each and every country or territory of the world the musical works shall be published by companies which are wholly owned or controlled by the MCA Group of publishing companies throughout the world

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3. LEEDS MUSIC will in discharging its duties and obligations provide and furnish to Evita Music without charge all necessary personnel and all necessary services and facilities which Evita Music requires from time to time in connection with the promotion, sale licensing and exploitation of the musical works owned controlled or administered by Evita Music (including Performing Rights, registration despatching shipping collection of accounts and telegraph and telephone services) and Leeds Music will further provide free of charge all other secretarial administrative and professional services usual necessary or expedient in the conduct and maintenance of a Music Publishing business.

4. LEEDS MUSIC hereby undertakes to use the best efforts to exploit and secure the exploitation of the musical works the subjec of this Agreement on the best possible commercial terms available throughout the world.

5. LEEDS MUSIC shall make no charge whatsoever with respect to the services to be undertaken hereunder save that Evita Music shall bear and be responsible for

(a) legal expenses

(b) audit fees

(c) royalties and other payments made to authors composers and other parties from whom rights in musical and other compositions may be acquired

(d) costs of musical arrangement and orchestration

(e) sheet music purchase for re-sale

(f) advertising

(g) notepaper stationery printing and engraving

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(h) . purchase of phonograph records for exploitation purposes

6. LEEDS MUSIC agrees to maintain full and correct books and records with respect to the musical works hereunder. Evita Music shall have the right, at all reasonable times during business hours through its duly authorised representative or designee, to inspect any and all books, records or documents kept by Leeds Music and subpublishers affiliated with Leeds Music in connection with the musical works.

7. IN the event that Leeds Music shall voluntarily file a petition in bankruptcy or in the event an involuntary petition for bankruptcy shall be filed against Leeds Music or Leeds Music shall make an assignment for the benefit of creditors, or its business shall be put in the hands of a liquidator, trustee or receiver, all rights granted to Leeds Music hereunder shall revert to Evita Music, and in such event Leeds Music shall turn over to Evita Music all material available relating to any of the musical works which Leeds Music may have published or in the control of Leeds Music and all books, records and files pertaining to such musical works and Leeds Music shall execute the necessary documents to effectuate the foregoing reversion

8. THIS Agreement shall continue for a period of ten years from the date hereof

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~~9. EVITA MUSIC~~ ~~shall within sixty (60) days after the last day of June and December in each calendar year~~ ~~furnish Evita's~~ ~~with a statement showing all monies due~~ ~~to Evita Music hereunder and each such statement shall be~~ ~~accompanied by a cheque in payment of any sum~~ ~~shown~~ ~~to be due thereby~~

AS WITNESS the hands of the parties hereto the day and year first before written

SIGNED by
for and on behalf of
LEEDS MUSIC LIMITED
in the presence of:

L. Foreman

SIGNED by
for and on behalf of
EVITA MUSIC LIMITED
in the presence of:

L. Foreman

THIS A G R E E M E N T is made the day of 19

B E T W E E N LEEDS MUSIC LIMITED whose registered office is at 138 Piccadilly London W.1. (hereinafter called "Leeds Music") of the first part THE ROBERT STIGWOOD ORGANISATION LIMITED whose registered office is at 67 Brook Street London W.1. (hereinafter called "RSO") of the second part ANDREW LLOYD WEBBER care of PII and TIMOTHY RICE care of PII (hereinafter called "the Authors") of the third part ESCAWAY LIMITED care of 118-120 Wardour Street aforesaid (hereinafter called "Escaway") of the fourth part HEARTACHES LIMITED care of 118-120 Wardour Street London W.1. aforesaid (hereinafter called "Heartaches") of the fifth part and EVITA MUSIC LIMITED whose registered office is at 138 Piccadilly London W.1. (hereinafter called "the Company") of the sixth part

W H E R E A S

(A) The parties are desirous of co-operating together in the business of publishing the music and lyrics written by Andrew Lloyd Webber and Tim Rice respectively for the musical work tentatively entitled "EVITA" based upon the character Evita Peron

(B) The Company is a private company limited by share incorporated in England under the Companies Act 1948 and 1967 on the 21st day of May 1976 and has at the date hereof an authorised share capital of £100 divided into 100 Ordinary Shares of £1 each of which two are issued and fully paid and are beneficially owned as to one by Leeds Music Ltd and as to the other by The Robert Stigwood Organisation Ltd

N O W IT IS HEREBY A G R E E D as follows:

1. FORTHWITH after signature hereof an Extraordinary General Meeting of the Company shall be convened at which resolutions shall be passed as follows:-

(A) To change the objects of the Company as set out in its Memorandum of Association in accordance with the draft annexed hereto and marked "A" and initialled for the purposes of identification by or on behalf of the parties hereto

(B) To adopt new Articles of Association for the Company in the form of the draft annexed hereto and marked "B" and initialled for the purposes of identification by or on behalf of the parties hereto

(C) To subdivide the authorised share capital of the Company into [redacted]

(D) To re-designate four of the resulting [redacted] of [redacted] and the other [redacted] as [redacted]

(E) [redacted]

2. IMMEDIATELY following the Extraordinary General Meeting of the Company to be held pursuant to the preceding Clause hereof [redacted]

[redacted]

3. THE Authors and ESCAWAY and HEARTACHES will each enter into an Agreement with the Company in the form of the draft annexed hereto (hereinafter called "the Writers' Agreement")

4. LEEDS will enter into a Management Agreement with the Company in the form of the draft annexed hereto marked "D" and initialled by or on behalf of the parties hereto (hereinafter called "the Management Agreement")

5. THE parties hereto hereby mutually undertake with each other that during such times as they shall respectively remain the holders of any of the Company's equity share capital (as defined by Section 154 of the Companies Act 1948) none of them shall without the concurrence of the others procure or permit any alterations in the form of the Company's Memorandum or Articles of Association (as amended and adopted at the Extraordinary General Meeting of the Company to be held pursuant to Clause 1 hereof) or the passing of any Resolution being in substance an alteration of such Memorandum or Articles of Association

6. ANY and all monies becoming due and payable in respect of Mr. Lloyd-Webber's participation in the Company other than rights and entitlements attaching to his holding of "C" Shares hereinbefore referred to shall be paid to Escaway who is entitled thereto absolutely and any and all monies becoming due and payable in respect of Mr. Rice's participation in the Company other than rights and entitlements attaching to his holding of "C" Shares

[redacted]

3. THE Authors and ESCAWAY and HEARTACHES will each enter into an Agreement with the Company in the form of the draft annexed hereto (hereinafter called "the Writers' Agreement").

4. LEEDS will enter into a Management Agreement with the Company in the form of the draft annexed hereto marked "D" and initialled by or on behalf of the parties hereto (hereinafter called "the Management Agreement")

5. THE parties hereto hereby mutually undertake with each other that during such times as they shall respectively remain the holders of any of the Company's equity share capital (as defined by Section 154 of the Companies Act 1948) none of them shall without the concurrence of the others procure or permit any alterations in the form of the Company's Memorandum or Articles of Association (as amended and adopted at the Extraordinary General Meeting of the Company to be held pursuant to Clause 1 hereof) or the passing of any Resolution being in substance an alteration of such Memorandum or Articles of Association

6. ANY and all monies becoming due and payable in respect of Mr. Lloyd-Webber's participation in the Company other than rights and entitlements attaching to his holding of "C" Shares hereinbefore referred to shall be paid to Escaway who is entitled thereto absolutely and any and all monies becoming due and payable in respect of Mr. Rice's participation in the Company other than rights and entitlements attaching to his holding of "C" Shares hereinbefore referred to shall be paid to Heartaches who are entitled thereto absolutely

7. NOTWITHSTANDING anything to the contrary contained in the Articles of Association of the Company Leeds and Stigwood will exercise all voting rights attached to all shares in the Company for the time being owned or controlled by them and all powers authorities and discretions possessed by any of them in relation to the Company so as to ensure that no action is taken by the Company without the prior unanimous consent of an "A" Director and a "B" Director of the Company in respect of any of the

and a "B" Director of the Company in respect of any of the matters listed below

(a) The borrowing or raising of any money whether or not on the security of any property or assets of the Company

(b) The initiation of any litigation or arbitration or the defence of any proceedings (other than against or in relation to a party to this Agreement)

(c) The sale mortgage charge or purchase or disposal of any property or assets having a value in excess of £1000 or any interest therein

(d) The entry into any contract of service with any of its Directors

(e) The purchasing subscribing or disposing of shares of securities in any other company

(f) The issue of further share capital of the Company

(g) The variation of the terms of the Writers' Agreement or the Management Agreement

8. IT is agreed between the parties hereto that the Company shall be responsible for payment of the following operating and management expenses but that no other expenses or overhead charges shall be borne by or charges to the Company during the continuance of the Management Agreement but shall be borne by Leeds pursuant to the provisions of the Management Agreement

(a) Legal expenses

(b) Audit fees

(c) Royalties and any other payments made to authors, composers and other parties from whom rights in musical and other compositions may be acquired

(d) Costs of musical arrangement and orchestration

(e) Sheet music purchase for re-sale

(f) Advertising

(g) Notepaper, stationery, printing and engraving

(h) purchase of phonograph records for exploitation purposes

(i) local lyricist royalties

9. IN respect of musical compositions acquired by or for the Company in respect of which other rights and benefits are acquired by the Company from any source:

(a) All copyrights of the said musical compositions shall belong to the Company (subject to the rights if any of the Performing Right Society in the performing rights therein)

(b) As soon as permitted by the rules of the Performing Right Society (hereinafter referred to as "P.R.S.") the Company shall make application for publishing membership of P.R.S. and shall collect the fees for

performing and broadcasting rights from P.R.S. and until such time as such publisher membership is secured Leeds shall collect such fees on behalf of the Company and shall account for and pay over to the Company all fees arising hereunder and collected. No fees shall be charged to or collected from the Company by Leeds for collection of royalties other than such (if any) as may actually be paid

IN WITNESS whereof these presents have been entered into the day and year first above written

SIGNED by
for and on behalf of LEEDS MUSIC LIMITED
in the presence of:

SIGNED by
for and on behalf of
THE ROBERT STIGWOOD ORGANISATION LIMITED
in the presence of:

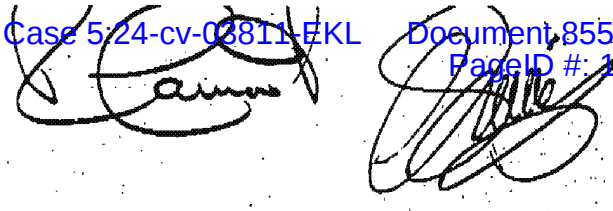
SIGNED by the said ANDREW LLOYD WEBBER
in the presence of:

SIGNED by the said TIMOTHY RICE
in the presence of:

SIGNED by
for and on behalf of ESCAWAY LIMITED
in the presence of:

SIGNED by
for and on behalf of HEARTACHES LIMITED
in the presence of:

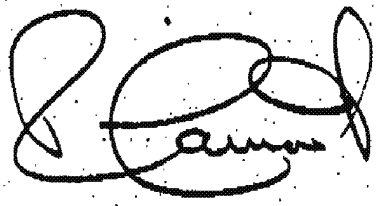
SIGNED by
for and on behalf of EVITA MUSIC LIMITED
in the presence of:

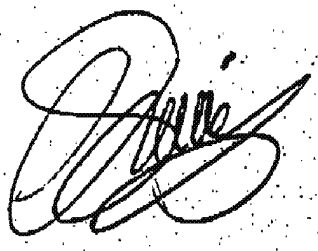


TOTAL P.13

SIGNED by
for and on behalf of HEARTACHES LIMITED
in the presence of:

SIGNED by
for and on behalf of EVITA MUSIC LIMITED
in the presence of:





TOTAL P.02

AN AGREEMENT made this 2nd day of September, One thousand nine hundred and fifty-four BETWEEN LEEDS MUSIC LIMITED whose registered office is at 4, Denmark Street, London, W.C.2. (hereinafter referred to as "the British Publishers") of the one part and LEEDS MUSIC CORPORATION of 322 West 48th Street, New York 36, New York State in the United States of America (hereinafter referred to as "the American Publishers") of the other part

WHEREAS the British Publishers are entitled to all the rights of a sole copyright owned for (inter alia) the territory of the North and Central America (hereinafter referred to as "the Licensed Territory") in the musical compositions and works hereinafter referred to and have agreed with the American Publishers to grant them the rights and privileges hereinafter defined upon the terms and conditions hereinafter contained

NOW IT IS HEREBY AGREED as follows:-

1. The British Publishers hereby grant Licence and Assign to the American Publishers the following rights in the compositions and works hereinafter referred to

(a) The sole and exclusive right to print reprint publish copy and multiply printed copies and to sell the same in any and all parts of the Licensed Territory;

(b) Subject to any rights of the Performing Rights Society Limited (of London, England) the sole and exclusive rights of public performance (including broadcasting and television) and to license such rights in and for the Licensed Territory;

(c) The sole and exclusive rights of recording and reproduction on gramophone records, music rolls and transcriptions and all future developments of such, similar and kindred arts and to license such rights in and for the Licensed Territory; and

(d) The right to grant non-exclusive licenses for the recording and use of the said Composition in any and all countries throughout the world in and in connection with motion pictures originating in the Licensed Territory.

2. The compositions of works which are the subject of this agreement shall be all musical compositions numbers and works now owned or controlled or which may hereafter during the term of this agreement be owned or controlled by the British Publishers in which the British Publishers are or may become

26-MAR-1982 17:25 MCA MUSIC LTD. 081 741 8646 P.02

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the owners of the rights hereinbefore purported to be granted licensed or assigned to the American Publishers or any of such rights. Such compositions and works are hereinafter referred to as "the said compositions".

3. (1) The American Publishers agree to pay to the British Publishers the following royalties and fees:

(a) [redacted] of the marked retail selling price of each pianoforte copy and orchestration of the said compositions sold in the licensed territory and paid for;

(b) [redacted] of all monies received by the Publisher by way of royalties for the mechanical reproduction of the said compositions in the licensed territory;

(c) The performing right in the said musical work having been assigned by the British Publisher to the Performing Right Society Ltd. (hereinafter called "P.R.S.") for certain territory including the licensed territory and P.R.S. having in turn, assigned the control of the said performing right to its affiliated performing right societies in the licensed territory for their respective territories, it is hereby agreed that the publishers share [redacted] of the fees collected by the said societies shall be divided so that one half thereof shall be paid to the publishers through the aforesaid affiliated societies and one half thereof to the British Publishers through P.R.S.

(d) [redacted] of all other monies and fees received by the American Publishers or any sub-publishers in the licensed territory from any source whatsoever in connection with the said compositions.

(~~ii~~) IT IS HEREBY EXPRESSLY PROVIDED that the fees and monies payable hereunder to the British Publishers shall not be reduced by reason of any sub-publishing contract which the Publishers may make with any other Publishers in the licensed territory and the American Publishers shall have no right or authority to agree with any such other publishers for the payment to them of any share or interest in the fees and monies payable to the British Publishers pursuant to the terms of this Agreement.

4. The American Publishers will forward to the British Publishers three copies of each edition of said composition published in the Licensed Territory pursuant to this agreement and shall have the right to make and publish new arrangements adaptations and versions of said Composition, all of the same to be copyrighted in the name of the British Publishers.

26-MAR-1993 17:26 MCA MUSIC LTD. 081 741 8646 P.03

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5. All copies of said Compositions published under the authority of this Agreement shall bear all statements necessary under the laws of the Licensed Territory, including due and proper notice of copyright in the British Publishers.

6. True and correct accounts shall be kept by the Publishers in respect of the said composition and a statement of such account, as of December thirty-first and June thirtieth in each year shall be forwarded within sixty days after each of the said dates by mail to the British Publishers and all monies thereafter to become due and payable by the American Publishers to the British Publishers under this agreement shall be paid upon the delivery of such semi-annual statements for each preceding semi-annual period.

7. The British Publishers hereby authorise empower and vest in the American Publishers the right to enforce and protect all rights to said Composition and the copyright therein in the Licensed Territory, and to join the copyright proprietor thereof as party plaintiff or defendant in all suits and proceedings, and to proceed with and dispose of the same with the same force and effect as if the American Publishers were the copyright proprietor thereof.

8. This agreement shall continue in force until determined by either party giving to the other one calendar months notice in writing to that effect.

9. This agreement shall be construed according to English law.

AS WITNESS the hands of the parties hereto the day and year first above written.

LEEDS MUSIC, LTD.

LEEDS MUSIC CORPORATION

LEEDS MUSIC LIMITED.

LEEDS MUSIC LTD.

Directors:
CYRIL SIMONS (Managing Director)
A. J. JONES F.C.A.
BERLE ADAMS (U.S.A.)
L. R. WASSERMAN (U.S.A.)

M.C.A. HOUSE, 139 PICCADILLY, LONDON, W.1.
Telephone: MAYfair 7211
Cables: Leedsmusik, London, W.1.

11th May 1967.

M.C.A. Music (a division of M.C.A. Inc)
445 Park Avenue,
New York 22 N.Y.,
U.S.A.

Dear Sirs,

The territory granted to you in our agreement with you dated September 2nd 1954 is hereby extended to include Central and South America.

Yours truly,
LEEDS MUSIC LIMITED,

Cyril Simons.

Directors: Cyril Simons, A.J. Jones, F.C.A. Don Agness
Sal Chiantia, (U.S.A.) L.R. Wasserman, (U.S.A.)

LEEDS MUSIC LIMITED 138 PICCADILLY LONDON W.1V 9FH

Telephone 01-[illegible] (10 lines) Telegrams & Cables. Leedsmusik London, W1.
629 7211

9th December, 1974.

MCA MUSIC And Affiliated Companies,
445 Park Avenue,
New York, N.Y.10022,
U.S.A.

Dear Sirs,

With reference to the general agreement currently in force between us, it is hereby understood and agreed that any payments and statements due to us under said agreement shall be rendered by you to us within 45 days of March 31, and 45 days of September 30. Your signature below shall indicate your understanding and acceptance of this amendment to our agreement.

Yours faithfully,
LEEDS MUSIC LIMITED

By _____

AGREED AND ACCEPTED:

By _____
MCA MUSIC AND AFFILIATED COMPANIES

TOTAL P.01

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FROM MCA NY

MCA music publishing

Fax Communication

MCA Music Publishing
1755 Broadway - 8th Floor
New York, NY 10019

3/26/93 — DATE

1 — NO. OF PAGES INCLUDING THIS ONE

To MARK FIORI

COMPANY

FAX NUMBER

From *Joe Dipinto*

PII — TELEPHONE NUMBER

PII — FAX NUMBER

SUBJECT:

Dear Mark:

Can you please fax me over a copy of the General Agreement going from MCA Music Ltd. to MCA Music-USA? ASCAP has urgently requested a copy.

Thanks, and best regards,

JDG

ACT ATTACHED (5 PAGES FOLLOW)

This fax is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original fax to us at the above address by the U.S. Postal Service. Thank you.

If you do not receive all the pages indicated or have any problems receiving or wish to verify receipt, please call us at (212) 841-8000.

*** END OF DOCUMENT ***

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