

LAW OFFICES

SHRINSKY, WEITZMAN & EISEN, P. C.

SUITE 270

1120 CONNECTICUT AVENUE, N. W.

WASHINGTON, D. C. 20036

JASON L. SHRINSKY  
JAMES M. WEITZMAN  
BRUCE A. EISEN  
ALLAN G. MOSKOWITZ  
LAWRENCE BERNSTEIN

ORIGINAL

TELEPHONE  
(202) 872-0010

CABLE ADDRESS  
"TELERADIO"

October 25, 1985

HAND DELIVERED

Mr. Edward W. Ray  
Acting Chairman  
Copyright Royalty Tribunal  
1111 20th Street, N.W.  
Suite 450  
Washington, D.C. 20036

Re: 1982/1983 Jukebox Royalty Distribution  
Proceedings  
Docket Nos. 83-2, 84-2, 83-JD

Dear Chairman Ray:

Pursuant to Tribunal procedure, and to correct an inadvertent error, please find enclosed five (5) additional copies of the English Language translation of documents ACEMLA exchanged on October 16, 1985. Inexplicably, ACEMLA had only submitted one copy of the translations on October 24, 1985. ACEMLA regrets any inconvenience to the Tribunal and its staff.

Respectfully submitted,

SHRINSKY, WEITZMAN & EISEN, P. C.

By   
Allan G. Moskowitz

Enclosure

cc: All parties of record.

LAW OFFICES

SHRINSKY, WEITZMAN & EISEN, P. C.

SUITE 270

1120 CONNECTICUT AVENUE, N. W.

WASHINGTON, D. C. 20036

JASON L. SHRINSKY  
JAMES M. WEITZMAN  
BRUCE A. EISEN  
ALLAN G. MOSKOWITZ  
LAWRENCE BERNSTEIN

TELEPHONE  
(202) 872-0010  
CABLE ADDRESS  
"TELERADIO"

October 24, 1985

HAND DELIVERED

Mr. Edward W. Ray  
Acting Chairman  
Copyright Royalty Tribunal  
1111 20th Street, N.W.  
Suite 450  
Washington, D.C. 20036

Re: 1982/1983 Jukebox Royalty Distribution  
Proceedings  
Docket Nos. 83-2, 84-2, 83-JD

Dear Chairman Ray:

Pursuant to the October 21, 1985 request of the Tribunal, please find English-language translations of the documents which ACEMLA exchanged with the other parties of this proceeding on October 16, 1985.

These documents include (1) a copy of the telegram from SAYCE; (2) a copy of the 1979 contract with Sadram; (3) a copy of the 1985 renewal contract with Sadram; and (4) and a copy of the cover letter and first page of the statement of royalties from Sadram.

In light of the fact that the Edimusica Agreement appears in English translation, ACEMLA has not translated it. Further, due to an inadvertent error the cover letter of June 2, 1981 from Conadescia was not translated. ACEMLA apologizes for this omission.

Mr. Edward W. Ray  
Page Two  
October 24, 1985

ORIGINAL

Finally, in light of ABS' frequent complaint that the other side of ACEMLA's Certificate of Assumed Name was not included in ACEMLA's direct case, we are herewith submitting another copy of the first side and a copy of the other side of that form in light of the imminent closing of this proceeding's record.

Should any questions arise with respect to this matter, please contact the undersigned counsel.

Respectfully submitted,

SHRINSKY, WEITZMAN & EISEN, P.C.

By \_\_\_\_\_  
Allan G. Moskowitz

Enclosures

cc: All parties of record.

MR RAUL BERNARD, MANAGER, ACEMLA  
214 WEST 96TH ST  
NEW YORK, NY 10025

SENDING LETTER FINALIZING NECESSARY POINTS SIGNATURE OF AGREEMENT  
RECIPROCITY IN MUTUAL CATALOGS PLEASE ACKNOWLEDGE RECEIPT SAME  
ROUTE

REGARDS

FRANCISCO MORALES  
SAYCE NATIONAL SECRETARY

Between SOCIEDAD DE REPRESENTACION Y ADMINISTRACION MUSICAL CIA. LTDA. "SADRAM," domiciled at Lorenzo de Garaicoa No. 2811, Box 3456, Guayaquil - Ecuador, represented herein by its Manager, Carlos Pino Plaza, and \_\_\_\_\_ domiciled at \_\_\_\_\_ represented herein by its Manager, \_\_\_\_\_, the following is agreed;

FIRST.- SADRAM grants the \_\_\_\_\_ Publishing Company exclusive representation within the territory of \_\_\_\_\_ in all matters connected with the protection, filing and registration of the works which constitute its published collection, with official institutions, royalty collection agencies and recording companies.

- a).- To distribute them in the best manner possible, with the advertising materials it receives from SADRAM, and to do everything necessary to obtain the greatest profits therefrom.
- b).- To manage and collect, within the authorized territory, everything related thereto and all the profits earned on the works covered herein, wherever produced, in the past, present or future.

SECOND.- Of all the profits collected on the works which SADRAM places under its control, the \_\_\_\_\_ Publishing Company shall retain 25%\*, it being understood that all the expenses necessitated by this representation shall be borne entirely by the \_\_\_\_\_ Publishing Company.

THIRD.- In the event that \_\_\_\_\_ becomes interested in a second printing of a work covered by this Agreement, it shall \_\_\_\_\_

\* NOTE: The 25% figure is crossed out on the original document and replaced by another figure, which is illegible.

request an Agreement for a second printing wherein it shall be stated that it may retain 50% of all profits in whatever form they are realized, and it shall pay 10% of the retail price on the portions it prints. When \_\_\_\_\_ asks the company named in this Agreement for a second printing of a work which was already recorded and/or rerecorded in Ecuador, \_\_\_\_\_ shall receive no more than 33.33%, for the second printing, of the amount collected on the works subject of the second printing, and it shall pay SADRAM 10% of the retail price on the portions it prints.

FOURTH.- \_\_\_\_\_ agrees to submit a fully itemized statement within forty-five days following each business quarter, attaching original vouchers for all receipts and commissions for the sale of copies, attaching a check for the total amount, sending them to SADRAM, at its offices in Guayaquil, at the address mentioned herein.

FIFTH.- This Agreement includes all of the various original works which may be the property of SADRAM, and excludes the works which SADRAM considers second printings and which do not fall within the territory of \_\_\_\_\_, \_\_\_\_\_ being obliged in this case to consult the copyright printed on each copy.

SIXTH.- In the specific case of negotiating the inclusion of a work in a film, \_\_\_\_\_ shall first consult SADRAM and obtain written permission.

SEVENTH.- \_\_\_\_\_ is authorized to pursue illegal or pirated editions of the works covered in this Agreement, which are made in the territory of \_\_\_\_\_, as well as to initiate legal action for the corresponding damages.

EIGHTH.- In the event that another publisher becomes interested in a second edition of any of the compositions comprising the published collection of SADRAM, it shall consult \_\_\_\_\_ in each instance by certified letter

concerning its interest therein and it shall have right of first refusal for a period of 25 days. In the event that the \_\_\_\_\_ Publishing Company does not object and/or announces its non-interest, said work shall be excluded from this Agreement.

NINTH.- The non-fulfillment by \_\_\_\_\_ of any of the clauses of this Agreement shall give SADRAM the right to consider it canceled and to make the appropriate claims, it being understood in this regard that the parties submit to the Jurisdiction of the Ordinary Courts of Ecuador, to the exclusion of any other forum or jurisdiction, and establish legal domicile at the domiciles indicated "UT SUPRA."

TENTH.- This Agreement shall enter into force on \_\_\_\_\_ and shall expire on \_\_\_\_\_ and shall be automatically renewed from year to year until one of the parties cancels it, with six months notice.

ELEVENTH.- This Agreement shall be binding on the parties, and it may not be transferred or sold. In the event of the bankruptcy and/or liquidation of \_\_\_\_\_, all the rights assigned herein shall automatically revert to SADRAM.

The parties being agreed, they signed three identical copies in \_\_\_\_\_ on \_\_\_\_\_ and in Ecuador on \_\_\_\_\_.

For SADRAM.

For \_\_\_\_\_.

Agreement between SADRAM, a publishing company, hereinafter designated as the "PUBLISHER," represented herein by its Manager, Carlos Pino Plaza, whose address is Lorenzo de Caraico 2910 (Box 3456), Guayaquil, Ecuador, and LATIN AMERICAN MUSIC CO. INC., hereinafter designated as the "AGENT," domiciled at 214 West 96th Street, New York, represented herein by its Manager, L. Raúl Bernal.

A G R E E D

- 1.- The PUBLISHER assigns to the AGENT exclusive representation within the territory of the United States of America, hereinafter designated as the "AUTHORIZED TERRITORY," in all matters related to the protection, filing and registration of all the works comprising its published collection.
  - a).- To distribute them in the best manner possible, with the advertising materials it receives from SADRAM, and to do everything necessary to obtain the greatest profits therefrom.
  - b).- To manage and collect, within the authorized territory, everything related thereto and all the profits earned on the works covered herein, wherever produced, in the past, present or future.
- 2.- Of all the profits collected by the AGENT for the works which the PUBLISHER places under its control, the AGENT shall retain 15%, it being understood that all the expenses necessitated by this representation shall be borne entirely by the AGENT.
- 3.- Of the Public Performance fees the AGENT shall retain 25% of the published portion.
  - a).- It is agreed that in the event that the Ecuadorian music company SAYCE does not have reciprocal agreements with



the U.S. music company to cover the Public Performance Fees, the AGENT shall be authorized to collect 100% of these fees, either directly or through the local music companies or any entity that collects them, including directly from the users.

- 4.- In the event that the AGENT becomes interested in publishing a work included in this agreement, it shall request for this purpose an individual agreement, wherein it shall be stated that it may retain 50% of all profits in whatever form they are realized, and it shall pay 10% of the retail price on the portions it prints. It shall receive a further 50% (percent) on performances of the published portion.
- 5.- The AGENT agrees to submit, within 60 days following each business quarter, a fully detailed statement, attaching original vouchers for all receipts and commissions for the sale of copies, attaching a check for the total amount, and to send them to SADRAM, at its offices in Guayaquil; at the address mentioned herein.
- 6.- The AGENT shall provide the PUBLISHER with reports on labels, lists of recordings or catalogs of the phonographic companies of the authorized territory, permitting the latter to obtain information so that the PUBLISHER may carefully check on the works under its control and in turn notify the AGENT.
- 7.- This agreement includes all the original works of the PUBLISHER and excludes all the works which the PUBLISHER may have assigned previously to the firm herein named, for the authorized territory, as well as those works which the PUBLISHER considers a second printing and which do not fall within the authorized territories, the AGENT being obliged in this instance to consult the copyright printed on each copy received from the PUBLISHER.

- 8.- The PUBLISHER guarantees the priority of individual assignment of each and every work in its catalog, with the exceptions mentioned in the preceding article. In the event that another PUBLISHER becomes interested in publishing any of these compositions, the PUBLISHER shall consult the AGENT concerning its interest therein, and it shall have right of first refusal for a period of 30 days. In the event that the AGENT does not object or announces its non-interest, the PUBLISHER may freely use the work in the manner best suited to its interests.
  
- 9.- The AGENT is authorized to pursue illegal or pirated editions of the works covered herein, which are made in the authorized territories, as well as to initiate legal action for the corresponding damages.
  
- 10.- In the specific event of negotiation to include a work in a cinematographic film, the AGENT shall first consult the PUBLISHER and obtain written permission.
  
- 11.- This agreement shall be effective for a term of 5 (five) years beginning on the date it is signed, it being agreed, however, that the AGENT is authorized to collect any amount owed the PUBLISHER retroactive to the date of entry into force of this agreement, in order to avoid failure to collect.
  
- 12.- The non-fulfillment by the AGENT of any of the clauses of this agreement shall give the PUBLISHER the right to consider it canceled and to make the appropriate claims, it being understood in this regard that the parties submit to the jurisdiction of the Ordinary Courts of the City of Guayaquil, Ecuador, to the exclusion of any other forum or jurisdiction, and establish legal domicile at the domiciles indicated "UT SUPRA."

13.- This agreement may not be transferred or sold. In the event of the bankruptcy and/or liquidation of the AGENT, all the rights herein assigned shall automatically revert to the PUBLISHER (assigning party).

The parties being in agreement, they signed three identical copies in Guayaquil on July 1, 1985.

S A D R A M

LATIN AMERICAN MUSIC CO. INC.

Mr. Raúl Bernard  
LATIN AMERICAN MUSIC Co. INC.  
214 West 96th St.  
New York, N.Y. 10025  
U.S.A.

Dear Raúl,

We are in receipt of your letter of June 3 and we congratulate you for your success in regard to the recognition of the public performance right over the catalogs you control.

We are sending our Agreement for the compositions we represent in the publishing field, but, in addition, we have express permission from SAYCE to collect abroad everything earned by the Ecuadorian works.

We attach your statements included in SUMMARY R-27 for the compositions and periods indicated.

Best regards,

(signature)

STATEMENT OF AUTHORS ROYALTIES

LATIN AMERICAN MUSIC

R-27

STUDIO 2 AND PRODUCTORES INDEP. IFESA: 1979-1980 1981-1982	\$ 6,239.20
FADISA: First Quarter 1981	500.86
IFESA: Second Quarter 1983	4.19
FEDISCOS: Second Quarter 1983	295.84
ALMACENES AGUILAR-CONDOR: Second Quarter	71.70
IFESA: First Quarter 1984	10.97
ALMACENES AGUILAR: First Quarter 1984	66.39
FEDISCOS: First Quarter 1984	329.24
IFESA: First Quarter 1984	40.86
COPRODISA: Second Quarter 1982 Payment	316.61
FAMOSO: First Quarter 1982 Payment	<u>136.39</u>
NET PAYABLE	\$ 8,012.25

EIGHT THOUSAND TWELVE AND 25/100 SUCRES

State of New York  
Department of State

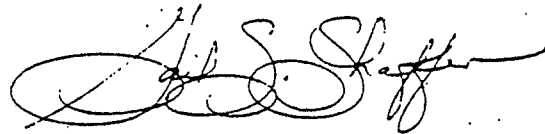
ss.:

25112

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on

APR 24 1984



Secretary of State

380507-004(12/82)

221 WOOD ST, NEW YORK, N.Y. 10025

10025  
Zip Code

Address No. and Street City State

9—Certificate of assumed name, corporation: 1-79

JULIUS BLUMBERG, INC., PUBLISHER, NYC 10013

093950

CORPORATIONS AND STATE RECORDS DIVISION  
162 Washington Avenue  
Albany, NY 12231

CORPORATION — CERTIFICATE OF ASSUMED NAME  
(Pursuant to Section 130 General Business Law)

FEES: THE FILING FEE PAYABLE TO THE SECRETARY OF STATE IS \$25.00 PLUS A FEE FOR EACH COUNTY LISTED IN WHICH BUSINESS WILL BE TRANSACTED UNDER ASSUMED NAME. SUCH ADDITIONAL FEES ARE \$25.00 FOR EACH COUNTY IN NEW YORK CITY AND \$3.00 FOR EVERY OTHER COUNTY.

1. Corporation name: LATIN AMERICAN MUSIC CO., INC.

2. Law corporation formed under:  Business  Not-for-Profit  Education  Insurance

Other (specify) \_\_\_\_\_

3. Assumed name: ASOCIACION de COMPOSITORES y EDITORES de MUSICA LATINO AMERICANA

4. Principal place of business in New York State\*  
214 West 96th Street  
 No. and Street  
NEW YORK NEW YORK 10025 NEW YORK  
 City State Zip Code County

\*  If none, check box and insert principal out-of-state address above.

Counties in which business will be conducted under assumed name.  
List counties  
If not all, circle which counties below

Albany	Chenango	Essex	Jefferson	New York City	Oneida	Putnam	Schuyler	Ulster
Columbia	Clinton	Franklin	Lewis	Bronx	Onondaga	Rensselaer	Seneca	Warren
Delaware	Columbia	Fulton	Livingston	Kings	Ontario	Rockland	Steuben	Washington
Dutchess	Cortland	Genesee	Madison	<u>New York</u>	Orange	St. Lawrence	Suffolk	Wayne
Hamilton	Delaware	Greene	Monroe	Queens	Orleans	Saratoga	Sullivan	Westchester
Herkimer	Dutchess	Hamilton	Montgomery	Richmond	Oswego	Schenectady	Tioga	Wyoming
	Erie	Herkimer	Nassau	Niagara	Otsego	Schoharie	Tompkins	Yates

Addresses of each location within New York State where business is or will be conducted under assumed name — list on reverse of this certificate. If no business locations in New York State, check box

Corporation officer signature: [Signature]  
Type name and office: RAUL BERNARD, PRESIDENT

ACKNOWLEDGMENT (Must be completed)

NEW YORK County of NEW YORK ss.:  
PAUL KAPLAN 19 84 before me personally came RAUL BERNARD  
RAUL BERNARD, who being by me duly sworn, did depose and say that he/she is the PRESIDENT  
LATIN AMERICAN MUSIC CO., INC., the corporation described in the foregoing certificate, and acknowledged  
executed the same by order of the Board of Directors of such corporation

NOTARY PUBLIC, State of New York  
No. 60-2033040  
Qualified in Westchester County  
Cert. filed in N. Y. Co.  
Term Expires March 30, 1985

7 # A767325-4  
JH SM

RAUL BERNARD  
214 West 96 st, New York, N.Y. 10025  
 Filer's address No. and Street City State Zip Code

Date filed: \_\_\_\_\_  
 For Department of State use only

214 West 96th Street

No. and Street  
New York, New York  
City State  
10025 New York  
Zip Code County

No. and Street  
City State  
Zip Code County

No. and Street  
City State  
Zip Code County

No. and Street  
City State  
Zip Code County

No. and Street  
City State  
Zip Code County

No. and Street  
City State  
Zip Code County

No. and Street  
City State  
Zip Code County

No. and Street  
City State  
Zip Code County

No. and Street  
City State  
Zip Code County

No. and Street  
City State  
Zip Code County

No. and Street  
City State  
Zip Code County

No. and Street  
City State  
Zip Code County

338943

Use continuation sheet if necessary  
Do not use space below.

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED APR 24 1984

AMT. OF CHECK \$ 52.50  
FILING FEE \$ 2.50  
TAX \$  
COUNTY FEE \$ 2.50  
COPY \$ 2.50  
CERT \$  
REFUND \$  
SPEC HANDLE \$

BY: [Signature]

093950